



# Entry Form and Waiver

Member Race Series  
July 8, July 29 and August 19  
(sign-in is required upon arrival)

<b>Skipper Name:</b>	
<b>Street:</b>	<b>City:</b>
<b>Prov/State:</b>	<b>Postal Code:</b>
<b>Home Phone:</b>	
<b>Crew Name:</b>	
<b>Street:</b>	<b>City:</b>
<b>Prov/State:</b>	<b>Postal Code:</b>
<b>Sail No: (include letters)</b>	<b>Boat Name</b>
	<b>Class:</b>
<b>Fee Paid Date (\$10 per boat):</b>	
<b>I agree to be bound by The Racing Rules of Sailing and by all other rules that govern this event and that the boat meets the current class measurement rules including buoyancy requirements”</b>	
<b>Signature:</b>	

## **WAIVER, RELEASE AND ASSUMPTION OF RISK**

### **PLEASE READ CAREFULLY**

TO: SAIL PARRY SOUND INC.

PARTICIPANTS NAMES: (please print)

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In consideration of the Sail Parry Sound Inc. ("SPS") accepting my registration for permitting me to participate in the SPS Member Race Series, on Georgian Bay being organized by SPS, the following waiver of all claims, release from all liability assumption of all risks, agreement not to sue and other terms of this agreement is entered by me with and for the benefit of:

- Sail Parry Sound Inc.;
- and any organizing committee and volunteers

I waive any and all claims I may now and in the future have against, and release from all liability and agree not to sue the SPS and any of the organizing committee and volunteers for any personal injury, death, property damages, expenses or loss that I sustain as a result of my participation in the above Race Series due to any cause whatsoever, including, without limitation:

- a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care for safety in sailing and other water sports in the Province of Ontario);
- b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- c) breach of any contract; and
- d) mistakes or errors in judgement of any kind.

I am aware that the above Race Series may have in addition to the usual dangers and risks inherent in sailing and water sports, certain additional risks and dangers, some of which include:

1. Water – I am aware that the area used for the Race Series with varying water depths which may have dangerous obstacles and hazards which may be hidden, covered or obscured by water.
2. Weather – I am aware that weather conditions may be extreme and can change rapidly without warning.
3. Facilities and Structures – I am aware of increased risks associated with docks, moorings, and boat launches and the potential for collisions with these structures, other boats, vehicles or people in or out of the water while launching, navigating docking or doing anything else near them.
4. Racing – I am aware that the Race Series is a competitive event involving races and courses and that in addition to the risks associated with sailing in general, there are particular risks involved with starting, navigating and finishing a race, use of equipment therein and the risk of collisions.
5. Personnel and other Participants – I am aware of the risks associated with the conduct including negligence of the SPS, volunteers and other participants.

6. Equipment Failure – I am aware that equipment used while sailing including yachts and their motors may fail or break.

7. Safe Sport Policy Package – I have read and agree to abide by the Code of Conduct, and will follow the protocols laid out by Sail Parry Sound while on their property and while participating in events. [Sail-Parry-Sound-Safe-Sport-Policy-Package.pdf \(sailparrysound.on.ca\)](https://sailparrysound.on.ca/Sail-Parry-Sound-Safe-Sport-Policy-Package.pdf)

I accept all the inherent risks of the above Race Series and the possibility of personal injury, death, property damage or loss resulting therefrom.

I agree that I will be fully responsible for all costs and expenses which may be incurred in providing any special services to me, outside of regular services agreed to or provided by the SPS in connection with the Race Series, without limiting the generality of the foregoing, I agree to be responsible for and to pay for all and any costs of rescue, travel, medical attention or other special outlay for me personally and to reimburse the SPS for all costs of those services as may be incurred by it for my benefit or at my request.

I acknowledge that the enjoyment and excitement of the Race Series is derived in part from water, weather, facilities and structures, racing and other participants and that the inherent risk of this event contribute to such enjoyment and excitement.

I agree that this Waiver, Release and Assumption of Risk form and all the agreements it contains will be governed exclusively and interpreted solely in accordance with the laws of the Province of Ontario. I hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein.

I agree to be bound by The Racing Rules of Sailing and by all other rules that govern this event and that the boat meets the current class measurement rules including buoyancy requirements.

I confirm that I have read and understand this agreement prior to signing it and agree that this agreement will be binding on my heirs, next of kin, executors, administrators and successors

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Participant Signature (skipper)

Witness print name ↑

Participant – print name ↑  
(skipper)

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Participant Signature (crew) ↑

Witness print name ↑

Participant–print name(crew) ↑

