By signing this document you will have waived certain legal rights, including the right to sue. Please read carefully.

DEFINITION
This Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Victoria Sailing Co-op (herein referred to as "the Association") including, but not limited to: Sailing, cruising, social events, meetings, travel, fundraising, and orientation sessions (hereinafter referred to as "the Activities"). The Victoria Sailing Co-op will accept your membership only if you sign this Agreement with a co-op director or officer present to witness the signature.

ACKNOWLEDGMENT
I hereby agree and represent that I understand the nature of the Activities, both on water and land-based, and that I am qualified and in proper physical condition to participate in such Activities.

I have read and understood the above paragraphs. _____
Initial

ASSUMPTION OF RISKS
I am aware that sailing and boating INVOLVES MANY RISKS, DANGERS AND HAZARDS including, but not limited to: accidents which occur during transportation or travel to and from Association events, death from drowning; hypothermia from cold water; injury from sailboat equipment including winches, boat equipment or components, outboard motors and ropes; hazards in and around commercial marinas; as well as injury and electrocution from boat and dockside electrical power. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE ASSOCIATION, INCLUDING THE FAILURE BY THE ASSOCIATION BOARD MEMBERS OR MEMBER VOLUNTEERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR PROPERTY LOSS RESULTING THEREFROM.

I have read and understood the above paragraph. _____
Initial

AGREEMENT
In consideration of THE ASSOCATION agreeing to my participation in the Activities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE ASSOCIATION, and its directors, officers, coordinators, contractors, or any other members (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the Co-op Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any

property damage or personal injury to any third party resulting from my participation in the Co-op Activities;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I have read and understood the above paragraphs. _____
Initial

_____ _____
Print Name Signature

_____
Address

_____

Phone Number (home) _____

Phone Number (cell) _____

Email _____

_____ _____
Print Name Signature
(an agent of the Victoria Sailing Co-op, witnessing the signature above)

_____
Date Signed