



**Dalhousie Yacht Club**

**Liability Waiver & Assumption of Risk**

Legal Adult Signing Waiver for Themselves and/or Children/Wards (Please Print)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Minors included in this Waiver:

Last Name: \_\_\_\_\_ First name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I understand and hereby agree that sailing includes activities on land and on water (all of which are the “boating activities”) that involved certain risks and dangers incidental thereto. Risks include, but are not limited to, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning, as a result of capsizing or being swamped by waves from passing vessels or adverse weather. Such risks are increased when the air or water temperature is low creating the risk of hypothermia. I also understand that the physical exertion of the boating activities, including preparing the boat, can result in injury or death. I understand that the inherent nature of being around the water and boats has risks such as slippery docks. I further agree and acknowledge for myself and/or my minor child(ren)/wards:

- We are responsible for being medically fit to engage in the activity of sailing and I confirm that I/we can swim and that I/we am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in the sport.
- We agree to be bound by the rules established by the Dalhousie Yacht Club.

In spite of and fully understanding such risks and other risks not expressly stated I/we wish to participate in the boating activities at the Dalhousie Yacht Club and hereby assume all the risks of doing so.

In consideration of the Dalhousie Yacht Club, agreeing to allow us to participate in the boating activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using the host site’s public equipment and permitting use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree not to hold Dalhousie Yacht Club,

Ontario Sailing, their directors, officers, employees, agents, coaches, independent contractors, subcontractors and representatives, all of whom are herein after referred to as the "Releasees", liable for our personal injury, death, and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST 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 kin may suffer as a result of my participation in the boating activities, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE BOATING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from our participation in the boating activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am not relying on an oral or written representation, or statements made by the Releasees with respect to the safety of the boating activities other than as set forth in this agreement.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Signed this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

Name: \_\_\_\_\_ Witness Name: \_\_\_\_\_

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

***Dalhousie Yacht Club***

74 Lighthouse Road, St. Catharines, ON • L2N 7P5

905-934-8325 [www.dalhousieyachtclub.com](http://www.dalhousieyachtclub.com)

## Consent for Photography

Dalhousie Yacht Club Sailing School Staff may, from time to time, take photographs and video during sessions. A photo or video may be taken of you while you are participating in these sessions. These photos and videos may be used in publications and promotional materials by Dalhousie Yacht Club for the purpose of marketing the sailing school program or Dalhousie Yacht Club membership. These publications or materials may include newspaper advertisements, brochures, magazines, social media, newsletters.

I, \_\_\_\_\_, consent to photos and videos taken  
\_\_\_\_\_ by Dalhousie Yacht Club to be used for promotional purposes for the benefit of Dalhousie Yacht Club without compensation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Concussion Code of Conduct

CONCUSSION CODE OF CONDUCT In recognition of the potential seriousness of a concussion, I, \_\_\_\_\_, commit to following the concussion protocols and expectations highlighted below.

I will help prevent concussions by:

- Respecting the rules of my sport
- Being committed to fair play and respect for all, including other athletes, coaches, and officials. I will care for my health and safety by taking concussions seriously, and I understand that:
  - A concussion is a brain injury that can have both short and long-term effects.
  - A blow to my head, face, neck, or body that causes the brain to move around inside the skull may cause a concussion.
  - I don't need to lose consciousness to have a concussion.
  - I have a commitment to concussion recognition and reporting, including if I think I might have a concussion

I should stop participating in further training, practice or competition immediately and tell a coach; as well as reporting to my coach if I think another participant has a concussion.

- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries. I will not hide concussion symptoms. I will speak up for myself and others.
- I will not hide my symptoms. I will tell a coach, official, parent or another adult I trust if I experience any symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization where I am registered. I will take the time I need to recover, because it is important for my health.
- I understand my commitment to following the return-to-sport process.
- I will respect my coaches, parents, health-care professionals, and medical doctors/nurse practitioners, regarding my health and safety.

By signing here, I acknowledge that I have fully reviewed and commit to this Concussion Code of Conduct.

Athlete: \_\_\_\_\_

Parent/Guardian (of athletes who are under 18 years of age): \_\_\_\_\_