

**WaveSkills Sailing School
Offshore Personal Survival Course
Release Agreement**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT
(hereinafter referred to as the "Release Agreement")

RELEASEES: BC Sailing Association (BC Sailing), Sail Canada, WaveSkills Sailing School, PEI GSAR, Bell Aliant Centre, the Safety at Sea Working Group, PEI Fire School, Marine Source and their respective organizations, affiliates, agents, representatives, directors, officers, employees, contractors, instructors and volunteers.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

Participant to initial here:

Activity information ("the activities") & participant fitness requirement

The Offshore Personal Survival Course (Safety at Sea) is for sailors who are participating in distance and offshore races and passages. The course includes classroom and practical sessions. Topics covered include safety equipment, storm sails, weather forecasts, heavy weather, man overboard, emergency signals and communications. Practical sessions include inflating and using lifejackets, life rafts and other safety equipment in a pool environment. The course is Sail Canada-ISAF Approved. Participants who successfully complete the course will receive a Sail Canada Sailing Offshore Personal Survival Course certificate, valid for five years.

- Participants will enter the water in foul weather gear, swim with and without lifejackets, inflate, right and board life rafts, and assist other participants with the drills.
- The training is physically demanding, requires the ability to swim and may be stressful.
- It is the responsibility of participants to be fit for the training. Participants who have any doubt about their ability to participate safely should consult their doctor and obtain a medical certificate before participating.

Assumption of Risks

Risks and hazards include, but are not limited to, common near-water and in-the-water hazards, slips, falls, physical and mental stress, over-exertion and conditions associated with over-exertion, immersion shock, hypothermia, equipment malfunction, entanglement in or being struck by safety equipment, action or inaction by other participants, drowning, death and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE

RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN.

In consideration of the RELEASEES agreeing to my participation in the activities and permitting my use of their equipment, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 next of kin may suffer, as a result of my participation in the activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.P.E. I. 1988, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

I have read the Release Agreement above, and I agree to be bound by its terms.

Participant signature

Witness or legal guardian signature

Participant name

Witness or legal guardian name

Date

Participant age: _____

Participant address:

