

## Toronto Hydroplane & Sailing Club

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AGREEMENT

#### 2025 Wednesday Night and Weekend Race Series

In consideration of allowing me, my vessel, and my crew to participate in the sailing races and related activities and events which are organized or otherwise sponsored by the Toronto Hydroplane & Sailing Club ("THSC") as part of its ongoing club racing series for 2025 occurring Wednesday nights from May 14 through September 24, 2025 and including the Weekend Series from May 17 through to September 21, 2025 (individually and collectively, the '25 Race Series), I hereby represent, warrant, acknowledge and agree with THSC and its Personnel (as defined below), as follows:

1. Acknowledgement and Assumption of Risks. I acknowledge that sailing may have in addition to the usual dangers and risks inherent in sailing and other water sports, certain additional risks and dangers, some of which include, but are not limited to the following:

(a) WATER - The area used for the '25 Race Series includes water with varying water depths which may have many dangerous obstacles and hazards which may be hidden, covered or obscured by water, light conditions and other natural and man-made obstacles. Some of these obstacles and hazards include currents, waves and other natural and artificial phenomena. Communication under these conditions may be difficult and, in the event of an accident, rescue and medical treatment may not be available immediately;

(b) WEATHER - Weather conditions may be extreme and can change rapidly without warning, causing intense hazards for participants, including, without limitation, wind gusts, waves, lightning and other natural phenomena;

(c) FACILITIES AND STRUCTURES – There are increased risks associated with docks, moorings, boat launches and bridges and the potential for collisions with these structures, other boats, vehicles or people in or out of the water, while launching, navigating, docking, mooring, towing or doing anything else near them;

(d) RACING – Sailing in the '25 Race Series will be competitive and involves races and courses which in addition to the risks associated with sailing in general, have particular risks associated with starting, navigating and finishing a race, the use of equipment therein and the risk of collisions with other vessels; and

(e) PERSONNEL AND OTHER PARTICIPANTS – There are risks associated with the conduct, including negligence, of THSC, its Personnel and of other participants in the '25 Race Series. I acknowledge and agree that at all times, the sole responsibility for the safety of me and my crew, and the continued participation in the '25 Race Series remains exclusively with me as skipper of a vessel competing in the '25 Race Series.

I hereby accept and assume sole and unqualified responsibility for all risks to me, my vessel and my crew which are directly or indirectly related to the '25 Race Series including without limitation those contemplated hereby, as well as the possibility of personal injury, death, property damage or loss resulting therefrom even if arising from negligence or gross negligence of THSC or any of its Personnel.

2. Representations and Warranties. I represent and warrant that:

(a) I am, and to my knowledge my crew are, physically and mentally able to participate in the '25 Race Series which I or my vessel are participants;

(b) I and each of my crew are at least 18 years of age or older and I have read and understand this Agreement prior to signing it;

(c) My vessel and its equipment will be fit and appropriate for all activities and racing related to the '25 Race Series and my crew and I are and will continue to be familiar with the location and use of all safety equipment;

(d) I will abide by all applicable laws, regulations and all rules for participation in the '25 Race Series, including any applicable THSC Notice of Race and General Sailing Instructions, the Racing Rules of Sailing and without limiting the foregoing, specifically Rule 4, Decision to Race.

The above representations and warranties shall survive indefinitely for the sole benefit of the THSC and its Personnel.

3. Full and Final Release. I hereby irrevocably release, remise and forever discharge and waive any and all actions, causes of action, liabilities, suits, duties, covenants, claims and demands whatsoever which I may now or in the future have against THSC or any of its directors, officers, employees, members, contractors, agents, representatives, sponsors, advertisers, and volunteers (collectively, the "Personnel") from any and all liability for any direct or indirect loss, damage, injury or expense that I may suffer as a result of my or my crew's use of, or our presence at, THSC facilities or our participation in the '25 Race Series, for 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; or

(d) mistakes or errors in judgment of any kind;

of THSC or any of its Personnel.

4. Waiver of Third Party Claims. I hereby covenant and agree that:

(a) I shall not make any claim or take any proceedings in respect of any matter covered by this Agreement against any other person who, or other entities which, might claim contribution or indemnity from THSC, the Personnel, or any of them; and

(b) If as a result of me breaching the provisions of subparagraph (a), any such further claim is made by any person or entity to which the THSC or the Personnel or any of them might be liable, directly or indirectly, I will hold harmless and indemnify THSC, the Personnel, and each of them, of and from any and all liability for such claim including all costs, expenses and counsel fees expended in defending such claim.

5. Indemnity for Claims from Crew. I hereby covenant and agree to indemnify and hold harmless THSC and the Personnel from any litigation expense, legal fees, liability, damage, award or cost of any form or type whatsoever which THSC or any Personnel may incur due to any claim made against them, or any one of them, by one or more of my crew, for a claim directly or indirectly related to such crew members participation in the '25 Race Series.

6. Governing Law and Attornment. This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The undersigned hereby attorns to the exclusive jurisdiction of the courts of competent jurisdiction within the Province of Ontario.

7. Successor and Assigns. This Agreement shall enure to the benefit of each of THSC and the Personnel and their respective heirs, legal personal representatives, administrators, executors, successors and assigns, as applicable, and shall be binding upon me and my heirs, legal personal representatives, administrators, executors, successors and assigns, as applicable.

Name: Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_