

Print Name : _____

Canadian Forces Sailing Association

CFB Esquimalt

Waiver of Liability, Assumption of Risks, and Indemnification Agreement **A
separate document must be signed by, or on behalf of, each participant.

Assumption of Risks:

a. I acknowledge that my attendance at or participation in this physical activity or event : Aquatic activities (boating, sailing, canoeing, kayaking, yacht, marina, etc.) CFB Esquimalt, Victoria, BC carries with it certain inherent risks and dangers that can not be eliminated regardless of the care taken to avoid injuries.

b. I acknowledge that the inherent risks associated with this activity/event include, but are not limited to: Being struck by or struck an object (rock, natural object, watercraft, etc.), being struck by lightning, being lost in unknown territory, sunburn, dehydration, hyperthermia or hypothermia, physical exertion up to heart attack, slip and fall, head injury, asphyxiation, choking, hanging, burn, allergy reaction to insect, chemical material and equipment, broken bone, sprain, cut and abrasion, encounter with domestic or wild animal, serious bodily injury such as permanent disability, paralysis or death, loss of eyesight and drowning. _____(initials)

c. I have read the foregoing and I understand the physical demands this activity/event presents and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical condition (or that of my minor participant) is adequate for me (or my minor participant) to participate safely. My participation (or that of my minor) in or attendance at this activity/event is voluntary and by signing below I knowingly and completely assume the foregoing risks.

Waiver of Liability:

In consideration of my participation in or attendance at this activity or event, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do **hereby waive, release and forever discharge** Her Majesty the Queen in Right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event.

Indemnification and Hold Harmless

I also hereby **agree to indemnify and save harmless** Her Majesty the Queen in Right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event. **Acknowledgment and Understanding**

I acknowledge having read this assumption of risks, waiver of liability and indemnity agreement, including the description of the inherent risks associated with the activity or event and understand that this Agreement is intended to be broad and all inclusive so as to preclude any claims and that I have the legal capacity to sign, or if I am a minor, have discussed fully with my parent or guardian.

Participant's signature	
Date	
Parent's/Guardian' signature	
Date	
(required also if participant is a minor) Witness signature	
Date	