

**2019 Toronto Easter Seals Regatta
SKIPPER's Acknowledgement, Release and Waiver Form**

Name of Event: TORONTO EASTER SEALS REGATTA
To be Held at: THE MIMICO CRUISING CLUB, ETOBICOKE, ON
Date of Event: SATURDAY, JULY 13, 2019
(the "Event")

IN CONSIDERATION FOR myself and/or my child(ren) being permitted to participate in the Event (which involves sailing or boating on Lake Ontario and participating in activities at the Mimico Cruising Club, I:

_____, (please
print name of adult(s) for myself and my heirs, personal representatives, estate insurers and assigns, hereby irrevocably and unconditionally:

- 1) state that I am 18 years of age or older and am competent to make any determination respecting my and/or my child(ren)'s participation in the Event;
- 2) Acknowledge and accept that sailing/boating is venturesome and can be hazardous, and agree to follow the safety instructions/procedures both on and around the water to the best of my ability during the course of my and my child(ren)'s participation in the Event;
- 3) hereby agree to control my child(ren)'s behaviour both on and around the water and on shore at the Event and to comply with all safety rules and regulations, including the use of PFDs;
- 4) agree to assume all risk of injury, damage or death in the event that I determine to wear or allow my child(ren) to wear clothing, equipment or costume items that may adversely affect my or my child(ren)'s vision, hearing, judgment, or any functionality of any equipment or instructions provided;
- 5) acknowledge and understand that participation in and attendance at the Event involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Event or generally in connection with my and or my child(ren)'s attendance thereat and transportation therefrom. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I and my child(ren) voluntarily and freely choose to assume these risks;
- 6) fully and forever release, discharge and indemnify Easter Seals Ontario and the Mimico Cruising Club and each of their parent companies, affiliates, divisions, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Event volunteers, and medical personnel (collectively, the "**Released Parties**") of and from any and all causes of action, lawsuits, losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my and/or my children(s) participation in and attendance at the Event, including, without limitation, transportation related to the Event;
- 7) agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me, my child(ren) or others, howsoever occurring, whether by negligence or otherwise, in connection with my and/or my child(ren)'s participation in and attendance at the Event, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, or injury that I may experience related to the Event including, without limitation, transportation related to the Event;
- 8) waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;

_____ initials

- 9) agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me, my child(ren) or others in connection with my and/ or my child(ren)'s participation in the Event. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I suffer;
- 10) understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my and/or my child(ren)'s participation in and attendance at the Event.
- 11) I hereby authorize **EASTER SEALS ONTARIO, EASTER SEALS CANADA, Easter Seals provincial member associations, and the MIMICO CRUISING CLUB** the irrevocable right to use and/or release information without restriction, photographs, and or video/audio recordings concerning myself and the child(ren) listed below for use in advertising, displays, printed materials, publications, websites, including social media sites (such as Facebook, Flickr, Twitter, Instagram, etc.), and audio-visual or broadcast materials. The release of such information, photographs and or video/audio footage shall not be regarded as a breach of confidentiality on the part of **EASTER SEALS ONTARIO, EASTER SEALS CANADA, Easter Seals provincial member association and/or the MIMICO CRUISING CLUB** and I waive all claims against **EASTER SEALS ONTARIO, EASTER SEALS CANADA, Easter Seals provincial member associations and the MIMICO CRUISING CLUB** for compensation or otherwise, and
- 12) further agree that this document is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Dated at Toronto this _____ day of _____, _____ year
date month year

Name(s) of Child(ren) _____
Please print

_____ Please print

_____ Please print

_____ Please print

Name of Parent/Adult _____
Please print

Signature of Parent/Adult _____

Note: Please sign this form (one per adult participant) and hand in at the registration desk on the day of the Regatta.