

# **WARRANTY AND CONSENT OF PARENT/GUARDIAN**

## **ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT**

**IN CONSIDERATION** of allowing my minor child/ward to participate in the program, related events and activities of the Burrard Yacht Club Sailing Program,

**I WARRANT THAT:**

1. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward.
2. I am familiar with the risk of serious injury and death which any participant in this program must assume.
3. I believe that my child/ward is physically, emotionally and mentally able to participate in this program, and that his/her personal equipment is mechanically fit for use in this program.
4. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the program.

**I UNDERSTAND AND AGREE**, on behalf of my minor child/ward myself, my heirs, assigns, personal representatives and next of kin that my child/ward's participation in the program and execution of this document constitutes:

1. An unqualified **ASSUMPTION OF ALL RISKS** associated with participation in this program by my minor child/ward even if arising from negligence including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any person associated therewith or participating therein.
2. A **FULL AND FINAL RELEASE AND WAIVER OF LIABILITY** of the program organizer and any and all persons or organizations associated with it and the program including (without limiting the generality of the foregoing) its owners, officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical and rescue personnel of and from the negligence, or negligent rescue of or by the foregoing or otherwise.
3. An **UNDERSTANDING NOT TO SUE** the releasees for any loss, injury, costs or damages of any form or type howsoever, caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program.
4. An **AGREEMENT TO INDEMNIFY** and to save and hold harmless the releasees from any and all litigation expense, legal fee, liability, damage, award or cost, of any form or type whatsoever that they may incur as the result of my minor child/ward's participation in the program due to any claim made against them or any one of them regardless of whether the claim is based on the negligence of the releasees or otherwise.

**I HAVE READ THIS DOCUMENT THOROUGHLY.**

**I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD/WARD'S PARTICIPATION IN THIS PROGRAM.**

**I UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS THAT I AND/OR MY MINOR CHILD/WARD WOULD OTHERWISE HAVE.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.**

\_\_\_\_\_  
Signature of parent / guardian

\_\_\_\_\_  
Printed name of parent / guardian

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Date