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Nanaimo Yacht Club

2022 Racing Release

Boat Name:_____

Skipper Name (First/Last):_____

Telephone Number: _____Email: _____

Address:_____

Sail Number: _____PHRF-BC/NW Rating: _____

SKIPPER'S/OWNER'S RESPONSIBILITY: The safety of a yacht and her crew is the sole and inescapable responsibility of the skipper and the owner who must do his/her best to ensure that the yacht is fully found, thoroughly seaworthy, and manned by an experienced crew who are physically fit to face the weather conditions. He/She must be satisfied as to the soundness of hull, spars, rigging, sails, and all gear. He/She must ensure that all safety equipment is properly maintained and stowed and that the crew knows where it is kept and how it is used.

WAIVER AND RELEASE – I/We agree to save harmless and indemnify the Nanaimo Yacht Club, their organizers, directors, officers, and their respective agents, officials, employees, servants and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to person or property, howsoever caused, arising out of or in connection with my/our taking part in this race/regatta/series/single-handed race, notwithstanding that the same may have been contributed or caused or occasioned by the negligence of the same bodies, or any of them, or their agents, officials, employees, servants and representatives. I further understand and agree that this Release is binding upon me, my heirs, executors and assigns. I certify that the yacht described above carries third party insurance in an amount not less than $2,000,000 (CDN$) per occurrence and that the policy covers yacht-racing activities within the waters of the Salish Sea for the period January 1, 2022 to December 31, 2022.

Each participant of the race acknowledges that yacht racing is an inherently dangerous sport and that there is always the risk of personal injury, death, and property damage. Each participant acknowledges that they are participating in the race activity voluntarily. Each participant agrees that this agreement shall be governed and interpreted under the laws of British Columbia, and that the Courts of British Columbia shall have exclusive jurisdiction over this agreement.

IN WITNESS WHEREOF and agreeing to be bound by the terms and conditions of this skipper's/owner's responsibility, waver, and release the Skipper and Owner have executed this release on the _____ day of _____, 2022.

PRINT NAME (skipper at top; crew below)	**Please sign**