



Waiver of Liability

I/we understand and hereby agree that windsurfing and stand up paddling include activities on land and on water (all of which are the “club activities”) and other activities related to these club activities such as swimming and operating a powerboat which involve certain risks and dangers incidental thereto.

In spite of these risks, I/we fully understand such risks, and I/we wish to participate in the club activities at TWC and hereby assume all the risks of doing so that are not covered by a policy of insurance held by the TWC or under which the Club may be covered such as the Outer Harbour Sailing Federation and other policies that may be in effect from time to time.

In consideration of TWC agreeing to allow us to participate in the club activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using TWC’s public equipment and permitting use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we hereby agree not to hold TWC, and its directors, officers, employees, agents, coaches, volunteers, members, and representatives, all of whom are herein after referred to as the “Releasees”, liable for any losses or damages that are not covered by a policy of insurance held by the TWC or under which the Club may be covered such as the Outer Harbour Sailing Federation and other policies that may be in effect from time to time, and;

TO WAIVE ANY AND ALL SUCH CLAIMS THAT I/WE HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage expense or injury including death that I/we may suffer or that my kin may suffer as a result of my participation in the club activities, on land or on water, due to any cause whatsoever, ON THE PART OF THE RELEASEES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CLUB ACTIVITIES .

I/we agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from our participation in the club activities, that are not covered by a policy of insurance held by the TWC or under which the

Club may be covered such as the Outer Harbour Sailing Federation and other policies that may be in effect from time to time.

I/we agree that this agreement shall be binding upon my/our heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am / we are not relying on an oral or written representation or statements made by the Releasees with respect to the safety of the club activities other than as set forth in this agreement.

I/we have read and understood this agreement and I am / we are aware that by agreeing to it, online or in hard copy, I am / we are waiving certain legal rights which I/we or my/our heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Review and Approval

Waiver of Liability – Version 1

Approved March 8, 2021