

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF
RISKS
AND INDEMNITY AGREEMENT**

**In consideration for allowing me, my vessel, and my crew to participate in T-Bird
Internationals 2010 event and activities, I hereby warrant and agree that:**

- 1. I am familiar with and accept that there is the risk of serious injury and death in participation in competitive sailboat racing;**
- 2. I and my crew are physically and mentally able to participate in all races in which I enter;**
- 3. My boat and its equipment are fit and appropriate for competition and I and my crew are familiar with the location and use of all safety equipment;**
- 4. I agree to abide by all applicable rules for participation, including the Notice of Race and General Sailing Instructions, the Racing Rules of Sailing and specifically Rule 4, Decision to Race, as well as general marine law; and**
- 5. I agree that at all times the sole responsibility for my personal safety, and the safety of my crew, remains with me as skipper of the competing sailboat.**

And, I understand and agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes:

- (a) AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation and that of my boat and crew in the 2010 Thunderbird International, even if arising from negligence or gross negligence of Ashbridge's Bay Yacht Club ("ABYC") and any persons associated therewith;**
- (b) A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in future against ABYC or any of its event sponsors, and their respective directors, officers, employees, contractors, agents and representatives, advertisers, and volunteers, (all of whom are collectively referred to as "the Releases") from any and all liability for any loss, damage, injury or expense that I, my crew or my boat may suffer as a result of our use of, or our presence at, ABYC, due to any cause whatsoever, including negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the relevant Occupier's Liability Act on the part of the Releases;**

(c) AN AGREEMENT 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 my participation, and that of my crew and my boat, in any aspect of the 2010 Thunderbird international; and(d) AN AGREEMENT TO INDEMNIFY, AND TO SAVE AND HOLD HARMLESS THE RELEASEES from any litigation expense, legal fees, liability, damage, award or cost of any form or type whatsoever they may incur due to any claim made against them, or any one of them, by me, or any one or more of my crew, whether the claim is based on the negligence or the gross negligence of the Releases or otherwise.

(e) An agreement that this document be governed by the laws, and in the courts, of the Province of Ontario. I HAVE READ AND UNDERSTAND THIS AGREEMENT.

By continuing on to Registration, you agree to be bound by the clauses and conditions of this Waiver.