

**FAIRWINDS SAILING AND RECREATIONAL ASSOCIATION
WAIVER AND INDEMNITY**

I HEREBY AGREE that in consideration for the sailing privileges which are available to me through FAIRWINDS SAILING AND RECREATIONAL ASSOCIATION (hereinafter the "Association"), that neither I nor my heirs, assigns, legal representatives nor administrators nor any other person acting on behalf of me will make any claim against the Association, any member of the Association, employees, volunteers or friends of the Association as a result of any loss, damage, personal injury or death suffered by me while taking part in any boating or other activity of the Association.

I acknowledge that I am fully responsible and liable for my use and operation of the boats and any other property of the Association.

I acknowledge and agree that the Association has expressly not warranted the seaworthiness of any Association owned boat or the effectiveness of any safety equipment.

I agree to not use any Association boat unless I determine in my own judgment that it is seaworthy and has appropriate safety equipment.

I agree to not use any Association boat unless I am fully capable of safely and effectively operating the boat and all of it's equipment and systems.

I agree that I shall not delegate any duties to any person not qualified to perform those duties.

Neither the Association nor any other member thereof will be liable for any loss, damage, injury, or death that results from my use of an Association boat and/or equipment. I will indemnify and hold the Association and members thereof harmless from and against any and all actions, claims, costs, expenses and demands associated with any loss or damage to property or injury to persons (including loss of life) resulting from my use, operation, or possession of an Association boat and/or equipment.

I agree, for myself and my heirs, assigns and legal representatives, that this document is contractually binding, and that should I or my heirs, assigns or legal representatives assert a claim contrary to what I have agreed to in this document, the claiming party shall be liable for the expenses (including legal fees on a full indemnity basis) incurred by the Association or any of its members in defending such claim.

I agree that the foregoing Waiver and Indemnity is intended to be as broad and inclusive as permitted by the law of the Province of British Columbia and that if any portion thereof is held invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.

I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE IN THE EVENT OF INJURY OR DEATH.

I AM SIGNING THIS RELEASE AND WAIVER OF LIABILITY FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

DATED at Victoria, British Columbia this _____ day of _____

Member : _____
Signature _____ Print Name _____

Witness : _____
Signature _____ Print Name _____