

## Disclaimer and Waiver

### **Rules of Racing**

The event is governed by the rules as defined in The Racing Rules of Sailing RRS2021–2024) (RRS). <https://www.sailing.org/inside-world-sailing/rules-regulations/racing-rules-of-sailing/>  
The prescriptions of Sail Canada, available at <https://www.sailing.ca/rules-prescriptions/> will apply.  
The Equipment Rules of Sailing will apply.

### **Covid Protocols**

All participants shall adhere to the Province of Ontario Covid-19 related Ontario Emergency Management and Civil Protection Act. NOTE: It is the responsibility of participants and volunteers to abide by all Government Covid-19 regulations in force at the time.

### **Exclusion of Liability Waiver**

I agree to be bound, reliably and unequivocally, to Burlington Catamaran Club Inc. ("BCCI") as follows:

- 1) I accept the condition of BCCI's premises, buildings, grounds, walks, watercraft, facilities, equipment and chattels and their supervision, management, and maintenance of same on purely "as is" basis.
- 2) I agree, without reservation, to use BCCI at my own risk and BCCI shall not be liable to me in any way whatsoever for personal injury, death, loss of property, property damage, or any costs whatsoever, in any way resulting from my use of BCCI's property or facilities, whether or not caused by the act, omission or negligent act or omission of BCCI, it's employees, members, or guests, whether invited or not.
- 3) I hereby agree to save harmless and indemnify BCCI, it's directors, committees, servants, employees, agents and any other person or persons for whom it may be legally responsible for at law, of and from all liability for the loss or damage whatsoever, that BCCI may incur or suffer of and by reason of my negligence of any person or persons for whom I am responsible at law, in operation or use of any surface, air or watercraft owned or controlled by BCCI or it's servants, agents, employees or nominees, in or about BCCI land water premises, or by my leaving equipment, gear or storage on BCCI premises.
- 4) I hereby agree to operate my watercraft while afloat or on BCCI premises at my own risk; in the event that I enlist or be offered assistance by BCCI's own watercraft, employees, or volunteers, I agree that during the period of such assistance, said craft or persons shall be my gratuitous employees or agents and deemed to be under my sole direction and control, and likewise with regards to use of any fleet equipment, etc. regardless of actual ownership or ordinary employment.

### **Personal Information & Solicitation**

The Club may collect personal information (as required on this application) from Members and prospective Members for purposes that include, but are not limited to:

#### *Communications*

- a. Sending communications in the form of e-news or a newsletter with content related to Club programs, events, fundraising, activities, discipline, appeals, and other pertinent information.
- b. Publishing articles, media relations and postings on the Club website, displays or posters.
- c. Award nominations, biographies, and media relations
- d. Communication within and between Stakeholders and Members. Stakeholders include individuals employed by or engaged in activities on behalf of the Club including contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Club. Members include all categories of membership as defined in the Club's ByLaws

#### *Registration, Database Entry and Monitoring*

- a. Registration of programs, events and activities.
- b. Database entry to determine level of officiating certification and qualifications.
- c. Determination of eligibility, age group and appropriate level of play/competition.
- d. Technical monitoring, officials training, educational purposes, sport promotion, and media publications.

#### *General*

- a. Video recording and photography for personal use, and not commercial gain, by spectators, parents, and friends.
- b. Video recording and photography for promotional use, marketing, and advertising by the Club.

## **Concussion Code of Conduct (Rowan's Law)**

All participants shall be aware of and comply with the Province of Ontario's Rowan's Law:

See <https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>. Further, all registrants acknowledge, that, as Person in Charge/Skipper/Owner of the boat registered, that they, and their crew are responsible for adhering to the Concussion Codes of Conduct, and removal from Sport Protocols, as defined by the Province of Ontario's Rowan's Law.

In recognition of the potential seriousness of a concussion, all participants commit to following the concussion protocols and expectations highlighted below while participating in a BCCI event:

### **1) Help prevent concussions by:**

- Respecting the rules of my sailing
- Being committed to fair play and respect for all, including other athletes, coaches, and officials.

### **2) Take concussions seriously, and I understand that:**

- A concussion is a brain injury that can have both short and long-term effects.
- A blow to my head, face, neck, or body that causes the brain to move around inside the skull may cause a concussion.
- I do not need to lose consciousness to have had a concussion.
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

### **3) Not hide concussion symptoms**

- I will not hide my symptoms. I will tell a coach, official, parent or another adult I trust if I experience any symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sailing and that I will not be able to return to training, practice, competition or leisure sailing until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice, competition or leisure sailing.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school (if applicable) and any other sport organization where I am registered.

### **4) I will take the time I need to recover.**

- I understand my commitment to following the return-to-sport process.
- I will respect my coaches, parents, health-care professionals, and medical doctors/nurse practitioners, regarding my health and safety.

## **Disclaimer and Waiver**

I have read the rules and Regulations issued for this event and agree to be bound by them. In consideration of acceptance of this entry or my being permitted to take part in this event, I agree to save harmless and keep indemnified the Burlington Catamaran Club Inc. (a.k.a. Burlinington Beach Catamaran Club), their organizers, respective agents, officials, volunteers and representatives from and against all actions, claims, costs expenses and demands in respect to death, injury, loss, or damage to my person or property, howsoever caused arising out of or in connection with my taking part in this event, whether arising prior to, during or subsequent to the event and whether or the same may have contributed to or caused or occasioned by the negligence of the aforementioned bodies or any of them, or their agents, officials, servants or representatives. I further understand and agree that this release is binding on me, my heirs, executors and assignees.