

ARTICLE -13
CLUB LIABILITY WAIVER

MacGregor Yacht Club of British Columbia
”WAIVER OF RIGHTS, RELEASE OF LIABILITY AND INDEMNITY, AND
COPYRIGHT CONSENT AGREEMENT”

“MacGregor Yacht Club of British Columbia” (“M.Y.C.B.C.”) is a group of persons who share an interest in the pursuit of recreational sailing and boating activities on and off the water. Members, their crew and passengers, on board their vessels of M.Y.C.B.C. (“Members”) individually agree to pursue recreational sailing and boating activities with other Members and non-Members. Events and meetings, on and off the water (“Events”) are not officially guided by Members. Neither M.Y.C.B.C. nor its Members represent that they have any specialized training or skills relating to Events, boating safety or first aid. M.Y.C.B.C. and its Members are not responsible for explaining risks involved with participation in Events.

ASSUMPTION OF RISK

I understand and acknowledge that participation in an Event involves inherent risks, which may cause personal injury, sickness or death, and may cause property damage or loss to participants. I understand and acknowledge that I am responsible for making myself and my crew and passengers, aboard my vessel, or as my guests at any event, aware of all such risks. I accept and assume complete responsibility for all such risks.

WAIVER OF RIGHTS

I hereby for myself, my heirs, executors, administrators, trustees, successors and assignees, WAIVE ANY AND ALL CLAIMS I may now and in the future have against M.Y.C.B.C. and its Members, executive committee, officers, volunteers, agents and representatives for any and all personal injury, sickness or death, and property damage or loss sustained by me, my crew or passengers or guests, arising out of or in connection with my participation in an Event, not with standing that the same may have been contributed to or occasioned by the carelessness, recklessness, or willful acts or omissions of M.Y.C.B.C. and its Members, executive committee, officers, volunteers, agents and representatives.

RELEASE OF LIABILITY

I hereby for myself, my heirs, executors, administrators, trustees, successors and assignees, RELEASE AND FOREVER DISCHARGE M.Y.C.B.C. and its Members, executive committee, officers, volunteers, agents and representatives from and against all demands, claims, actions, damages, costs and expense, with respect to injury, sickness or death, and property damage or loss, whether such claim arises by contract, by tort, in equity or by reason of breach of a legal or statutory duty, arising out of or in connection with myself, my crew or passengers or guests, participating in an Event, notwithstanding that the same may have been contributed to or occasioned by the carelessness, recklessness, or willful acts or omissions of M.Y.C.B.C. and its Members, executive committee, officers, volunteers, agents and representatives.

CONSENT TO COPYRIGHT

I acknowledge and consent to photographs and/or video being taken of me, my family, my crew or guests, while onboard, or participating in any Club activity, and authorize the Club to use such photographs and/or video for promotional or other purposes without my further consent being obtained. I consent to the Club using my boat's name, my name, my family's names, my crew or guests' names, images and likenesses, to promote the Club by any form of media. As a privacy policy, all other personal information given to the club will remain confidential. Any photographs and/or video that I, my family, my crew or guests, take of or at any Club Event and willfully submit to the club to use in any form, can always be used by the club, and at no fee, future royalty, or acknowledgment.

FORMS OF AGREEMENT ACCEPTANCE

Agreement to the M.Y.C.B.C. Waiver of Rights, Release of Liability and Indemnity Agreement section of the Member Application Contract and M.Y.C.B.C. Bylaws may be made by either submitting a signed paper copy of the form or digitally clicking on the acceptance box in the online form. The member agrees that digital agreement is as binding as submitting a signed paper copy.)

The member may revoke their agreement to the above terms and conditions terms by either not renewing their membership at the end of the membership term or withdrawing their membership in the club prior to the end of the current membership contract.

VOLUNTARY CLUB MEMBERSHIP WITHDRAWAL

Membership withdrawal must be made in writing and the withdrawal date shall be deemed to be the date that withdrawal notification was received and reviewed by a member of the club executive. No portion of club dues shall be returned to a member who voluntarily withdraws from the club.

The member agrees to provide M.Y.C.B.C the consent to use and copyright all historical material, (photographs and/or video being taken of me, my family, my crew or guests, while onboard, or participating in any Club activity), taken up to the date of acceptance of the membership withdrawal in perpetuity.

I have read and sign this application agreement, and understand and agree to the above "WAIVER OF RIGHTS, RELEASE OF LIABILITY AND INDEMNITY, AND COPYRIGHT CONSENT AGREEMENT" as well as all "M.Y.C.B.C. BY-LAWS" by typing YES into the field below.