



# RACE TO KINGSTON

## Race to Kingston (R2K)

### **Boat and Person in Charge (PIC)/Skipper Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, and Acceptance of Race to Kingston Concussion Protocol, and Agreement to act as the Designated Person for Race to Kingston 2024 (“R2K Boat and PIC Waiver”)**

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This document is available on the Race to Kingston (R2K) Yachtscoring Web Site under Documents & Forms and links to the referenced resources are under Additional Event Links.

In consideration for allowing me, my sailboat, and my crew to participate in the R2K event and activities, I hereby warrant and agree that:

1. My age is 18 years or greater.
2. I acknowledge that I have read or viewed the applicable Ontario Ministry provided Concussion Resources.
3. I acknowledge that I have read and agreed to the Ontario Sailing Concussion Code of Conduct – Athletes and Participants.
4. I acknowledge that as the Person in Charge (PIC) I will act as the *Designated Person* as defined in Rowan’s Law, its Regulation and the Ontario Sailing Concussion Management & Return to Play, which has been adopted by Race to Kingston.
5. I agree to follow Ontario Sailing Concussion Management & Return to Play such as:
6. Remove a crew member for a suspected concussion if:
  - a.i. i. They have suffered an injury where there was potential for direct or indirect force to head, neck, or upper body AND they experience or demonstrate any Concussion related symptoms;
  - a.ii. ii. OR the participant discloses they have a concussion or possible concussion through other activities.
  - (b) If removed, they are to be referred to a medical doctor (or nurse practitioner) for an assessment.
  - (c) Upon removal, each crew (parent/guardian if under 18) is given the Ontario Sailing handout with concussion removal and return to sport procedures.
  - (d) Upon removal, ensure crew member (and parent/guardian if under 18) is aware that they are required to disclose a concussion diagnosis to any other sport organization and/or school they may be associated with.
7. I agree to follow Reporting Protocol in the Ontario Sailing Concussion Management & Return to Play, such as:
8. Report any incident removing an individual due to suspected concussion to R2K to

[R2K@mimicocruisingclub.com](mailto:R2K@mimicocruisingclub.com).

9. Retain a copy of report.
10. I agree to follow the Return to Play requirements such as:
11. If removed, crew may return if they confirm they have undergone a medical assessment and have not been diagnosed with having a concussion.
12. If they are diagnosed with a concussion, the crew can only return after presentation of written medical clearance to begin Stage 5 competition after two on-the-water situations without a return of symptoms.
13. I will designate another crew to act as the alternative *Designated Person* in case I'm involved in any situation that leads to a suspected concussion and ensure that crew is prepared to act as the alternative *Designated Person*.
14. I am familiar with and accept that there is the risk of serious injury and death in participation in competitive sailboat racing.
15. I and my crew are physically and mentally able to participate in all races in which I enter.
16. My sailboat 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.
17. I agree to abide by all applicable rules for participation, including the R2K Notice of Race and Sailing Instructions, the Racing Rules of Sailing and specifically Rule 4, Decision to Race, as well as general marine law.
18. I always agree that the sole responsibility for my personal safety, and the safety of my crew, remains with me as Person in Charge (PIC)/Skipper of the competing sailboat;
19. 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 Race to Kingston event, even if arising from negligence or gross negligence of R2K, the host club or clubs, the event venues 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 R2K, host clubs, event sponsors, and their respective directors, officers, employees, contractors, agents and representatives, advertisers, and volunteers, (all of whom are collectively referred to as "the Releasees") 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, the host facilities or our participation in any part of R2K, 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 Releasees;
  - (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 R2K; 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 Releasees or otherwise.

(e) An agreement that this document be governed by the laws, and in the courts, of the Province of Ontario.

(f) I have had a sufficient amount of time to review this document and to seek independent legal advice regarding its contents.

20. I will retain a copy of this document.