



RACE TO KINGSTON

Race to Kingston (R2K)

Crew 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 2026 (“R2K Crew Waiver”)

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 to participate in the R2K event and activities, I hereby warrant and agree that:

1. I acknowledge that I have read or viewed the applicable Ontario Ministry provided Concussion Resources.
2. I acknowledge that I have read and agreed to the Ontario Sailing Concussion Code of Conduct – Athletes and Participants.
3. I am familiar with and accept that there is the risk of serious injury and death in participation in competitive sailboat racing.
4. I am physically and mentally able to participate in all races in which I enter.
5. 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; and
6. I always agree that the sole responsibility for my personal safety remains with me and the Person in Charge (PIC)/Skipper of the competing sailboat.
7. 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.

8. I have had a sufficient amount of time to review this document and to seek independent legal advice regarding its contents.
9. I will retain a copy of this document.

If the competitor is under 18 years of age, a parent or guardian must also agree to and accept the above on behalf of the competitor by emailing R2K@mimicocruisingclub.com with:

- Subject line of: Rowan’s Law acceptance for “insert competitor’s name”
- In the body stating:
 - The name of competitor(s) for whom the parent or guardian is agreeing and accepting this document;
 - Acknowledging that they reviewed Ontario Ministry provided Concussion Resources and Ontario Sailing Concussion Code of Conduct – Athletes and Participants;
 - That they are agreeing and accepting the LOOR Crew Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement and Acceptance of Ontario Sailing’s Concussion Protocol – Athletes and Participants for Race to Kingston 2026 (“R2K Crew Waiver”) for this competitor.