



# TRIDENT YACHT CLUB

## A) RELEASE AND WAIVER OF LIABILITY AGREEMENT

AND

## B) CANADIAN ANTI-SPAM LEGISLATION SIGN-OFF

A) IN CONSIDERATION of **Trident Yacht Club (hereafter “the Club”)**, agreeing to moor, dock, and/or launch, haul, store, move the member’s boat or equipment, whether during the boating season or otherwise, or agreeing that the member (hereafter the “releaser”) may engage in boating activities at the Club, or otherwise use the Club in accordance with the bylaws of the Club or that the releasers may use the Club’s premises for the purpose of otherwise participating in the activities of the Club:

AND IN CONSIDERATION of the Club agreeing that it will carry reasonable insurance for THE CLUB, THE NAVAL SOCIETY TRIDENT Ltd., their directors, officers, employees or members, the amount and terms of which will be in the absolute discretion of the board of directors of the Club or as directed by 75 % of the members attending the Annual General Meeting of the Club:

1. THE PARTIES TO THIS AGREEMENT agree that the release and waiver shall operate only in respect of the uninsured liability of the Club, the Naval Society Trident Ltd., their directors, officers, employees or members;
  2. THE RELEASERS HEREBY RELEASE AND DISCHARGE THE CLUB, THE NAVAL SOCIETY TRIDENT Ltd., their directors, officers, employees or members, (all for the purpose herein referred as “releasees,”) from all liability to the releasers, and each of them, their respective personal representatives, assigns, heirs, and next of kin for any and all loss or damage, due to any cause whatsoever, including negligence, the ownership, lease or occupation of Club property, bailor-bailee relationship, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, or of the releasers;
  3. HEREBY RELEASE, AND DISCHARGE THE RELEASEES, from all liability to the releasers and each of them, their respective personal representatives, assigns, heirs, and next of kin from any and all loss or damage, due to any cause whatsoever, including negligence, from any claim or demand therefor on account of injury to the person or property or resulting in death of the releasers while the releasers use the Club’s premises for the purpose of mooring, launching, storing, or moving the releaser’s boat or equipment;
  4. HEREBY RELEASE AND DISCHARGE THE RELEASEES, from all liability due to the releasers, and each of them, their personal representatives, assigns, heirs, and next of kin due to any cause whatsoever, including negligence, from any and all loss or damage, and any
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