



Bytown Brigantine Inc.

Acknowledgement, Release, Undertaking and Indemnity Form (1 of 2)

VESSELS AND FACILITIES

WHEREAS the training vessels (tall ships) being the "Black Jack" which is owned by Fullercon Limited and the "Fair Jeanne" which is owned by Mrs. T. G. Fuller (a director of Bytown Brigantine Inc.) are leased to Bytown Brigantine Inc., the owners of the vessels not being responsible for any undertaking or program run by Bytown Brigantine Inc.

INITIAL X__

AND WHEREAS the islands in the Ottawa River where some land training takes place being "Alexandria Island" which is owned by Metcalfe Realty company Limited and "Simcoe Island" which is owned by Simon A.F. Fuller and Lynn E.W. Fuller (directors and officers of Bytown Brigantine Inc.) are leased to Bytown Brigantine Inc., the owners of the islands not being responsible for any undertaking or program run by Bytown Brigantine Inc.

INITIAL X__

AND WHEREAS in order to participate in some of the programs of Bytown Brigantine Inc., it will be or may be necessary for the crew or trainees to enter onto and to cross the lands and harbour of Britannia Yacht Club (Inc.), a private club in the City of Ottawa, in the Province of Ontario, which club (notwithstanding the fact that some persons who are members of Britannia Yacht Club (Inc.) are involved with Bytown Brigantine, Inc.) is not responsible for any undertaking or program run by Bytown Brigantine Inc.

INITIAL X__

AND WHEREAS Bytown Brigantine Inc. runs a program for persons with the purpose of the program being to provide a demanding environment in which people will develop qualities of leadership and self-reliance through the medium of sail training vessels (tall ships), winter programs and field trips from time to time. The program training to take place on board tall ships and other water craft supplied by Bytown Brigantine Inc., as well as on land at Britannia Yacht Club (Inc.) and offices of Fuller companies in the City of Ottawa and on Alexandria Island and Simcoe Island which are in the Ottawa River. The vessel training (tall ships) to take place on the upper Ottawa River, the St. Lawrence River, the Great Lakes and other bodies of water from time to time, depending on the program in which the trainee is entered.

INITIAL X__

PARTICIPATION BY CREW & TRAINEES

AND WHEREAS in compliance with Transport Canada Standard Regulations for the operation of sail training vessels, I hereby agree contractually to serve aboard the vessel as a trainee or member of the crew specifically for the purpose of participating in this sail training program and acknowledge that I will not consider myself to be a passenger at any time and acknowledge that vessels utilized in the program are *not* inspected as passenger vessels.

INITIAL X__

AND WHEREAS Bytown Brigantine's "Black Jack" and "Fair Jeanne" are working vessels, therefore at all times, full participation is expected from the crew, "trainees", volunteers and staff alike. All duties must be carried out in a seamanlike fashion. As crew, "trainees" are of both genders, it is expected that no unseemly behaviour will occur.

INITIAL X__

AND WHEREAS the undersigned recognizes by its very nature that climbing aloft, working onboard a brigantine or actively participating in a sail training program involves inherent risks and can be dangerous.

INITIAL X__

MEDICAL FACILITIES

AND WHEREAS inasmuch as the vessels or program activities are not within reach of medical facilities for extended periods of time, there are no medical professionals i.e. doctors or nurses aboard the vessels or islands or on call to any of the programs. Bytown Brigantine Inc. will not be held responsible for any medical situations requiring immediate medical attention. Participants are responsible for the cost of prescription medications and any medical bills.

INITIAL X__

SHORE LEAVE (if applicant is under the age of 18)

BYTOWN BRIGANTINE INC. 2700 QUEENSVIEW DR. OTTAWA, ON. K2B 8H6

Ph: (613) 596-6258 / Fax: (613) 596-4335 / www.tallshipsadventure.org

AND WHEREAS the training vessels "Fair Jeanne" and "Black Jack", whilst in port, and in other BBI programs, grants participants



Bytown Brigantine Inc.

Acknowledgement, Release, Undertaking and Indemnity Form (2 of 2)

shore leave. While on leave, participants are under their own recognizance and are responsible for reporting back to the ship at the designated time so specified by the Captain and/or their Watch Officer. Bytown Brigantine Inc. is not responsible for the well being of participants while on shore leave.

INITIAL X _____

PHOTOGRAPHS

AND WHEREAS I/WE also agree that my/our name and picture taken while taking part in the program may be used in any promotion or publication associated with Bytown Brigantine Inc.

INITIAL X _____

BYTOWN BRIGANTINE INC. STANDING ORDERS AND TERMS AND CONDITIONS

AND WHEREAS I/We have read and agree to abide by Bytown Brigantine Inc.'s Standing Orders sections 1 to 5 and the Terms and Conditions. I/We acknowledge that failure to abide by any of these may result in my dismissal from the program at my own expense.

INITIAL X _____

NOW THEREFORE THIS ACKNOWLEDGMENT, RELEASE, UNDERTAKING AND INDEMNITY AGREEMENT WITNESSETH THAT:

- (1) I, _____, over the age of 18 years, in consideration of being allowed to participate in the programs run by Bytown Brigantine Inc., or
- (2) I/WE, being the father and mother and/or legal guardians of _____, a minor, in consideration of the said minor being allowed to participate in the programs run by Bytown Brigantine Inc.
- (a) Do acknowledge all of the above.
- (b) Do hereby release, acquit, discharge and agree to hold harmless and to indemnify the said Bytown Brigantine Inc. (its board of directors, agents, employees and staff), Fullercon Limited, Mrs. T. G. Fuller, Metcalfe Realty Company Limited, Simon A.F. Fuller, Lynn E.W. Fuller and Britannia Yacht Club (Inc.), their heirs, executors, administrators, successors and assigns of and from any and all actions, causes of actions, claims, demands, costs, loss of services, expenses and compensation, on account of or in any way growing out of any and all known personal injuries, losses and property damage and any personal injuries, losses and property damage not now known or anticipated which may later develop or be discovered including all the effects and consequences thereof which I personally, or the above mentioned minor, our heirs, executors, administrators and assigns may sustain as a result of our participation in any programs run by Bytown Brigantine Inc.
- (c) Do hereby further promise and agree to bind myself or ourselves jointly and severally, our heirs, executors, administrators and assigns to indemnify and hold harmless and repay to Bytown Brigantine Inc. (its board of directors, agents, employees and staff), Fullercon Limited, Mrs. T. G. Fuller, Metcalfe Realty Company Limited, Simon A. F. Fuller, Lynn E.W. Fuller and Britannia Yacht Club (Inc.), their heirs, executors, administrators, successors and assigns any sum of money that they or any of them may hereafter be compelled to pay to any person or persons because of injuries, losses or damages sustained by me or as the case may be the said minor as a result of participating in any program run by Bytown Brigantine Inc.

I/WE HEREBY UNDERSTAND AND WILL ABIDE BY THIS ENTIRE DOCUMENT WHICH INCLUDES THIS APPLICATION AND PARTICIPATION FORM.

Applicant Signature _____

Signature of Guardian (if applicant is under 18) _____

Dated this day of _____ (Month) _____ (Day) _____ (Year)