

# 22 Wing North Bay Water Recreation Club Membership Application

Rank:	Surname:	Given Name:	
Section:	Base Local:	Home Phone:	Email:
Home Address:			Postal Code:
Boat Type and Length			Boat Registration #

Age	Dependents

## Select Category of Membership

General Membership Fees			Boat Slip Fees (Includes Membership Fees)		
Class	Full Season	Half Season	Class	Full Season	Half Season
Regular	\$20	\$10	Regular	\$200	\$100
Ordinary	\$20		Ordinary	\$250	
			Associate	\$500	

**Regular** – CAF Reg / Res, Foreign Mil serving with CAF, Veterans of CAF

**Ordinary** – DND Public Servants, PSP, NPF, MFRC, DRDC and DCC, serving RCMP, currently serving HCol/Capt (N) & HLCol/Cdr, former NPF receiving pensions, former RCMP receiving annuities

**Associate** – Others invited to become members

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1. **Slip assignments are for one season only.** You must apply annually with no guarantee of being assigned a slip or a specific slip for the season. All Slip /Membership fees **MUST** be paid in full prior to boats being moored or facility being used (slip fees include the general membership fee). The membership category for slip fees and priority is based on the registered owner of the boat with valid insurance in their name.
  2. All boats docked at the WSRC shall have current and sufficient insurance coverage.
  3. Half Season Rates are available for Military Members that are posted in or out during the current APS.
  4. Fees will **NOT** be pro-rated for late entries.
  5. Application forms are to be completed by the applicant and sent to WSRC exec members. The application will be reviewed and if request is able to be filled, the approved application will be sent to PSP to authorize payment. Applicant will be advised when payment can be made at PSP front desk. Cash, Credit or Debit accepted. Payment cannot be made prior to application form being approved and signed by the WSRC Exec.
  6. The season open and close dates will be decided by the WSRC President or delegate and notification will be sent to membership via email.
  7. Combination Locks – All members will be issued the combination for the gate and building once membership paid in full. **Should it be known that the combination was shared with anyone other than immediate family or another member, the individual's membership WILL BE revoked.**
  8. Please ensure **ALL** family members that are going to be using the facility are added to membership application (friends and acquaintances are not to be included; they must submit a separate application if they wish to be a member).
  9. Each Participant must sign the liability waiver and it must have a witness signature to be valid. Members are responsible and liable for their guests while at the club.
  10. Membership Card will be issued to each member, of which they **MUST** have in their possession when using the Water Sports and Rec Club. Failure to produce same when asked will result in expulsion from the premises.
  11. Members who intentionally cause damage to the club, supplies, docks or other members boats will have their membership revoked by the Club President.
  12. At no time shall members harass or cause injury to other members.

## 22 Wing - Water Sports & Rec Club

### CFB/22 Wing North Bay

#### Waiver of Liability, Assumption of Risks, and Indemnification Agreement

*\*\*This document must be signed by, or on behalf of, each participant. This signature will be responsible for all dependants and guests.\*\**

#### Assumption of Risks:

a. I acknowledge that my attendance at or participation in this physical activity or event: Boating, sailing, canoeing, kayaking, yacht, marina, etc. CFB/ 22 Wing North Bay, Ontario, carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injuries.

b. I acknowledge that the inherent risks associated with this activity/event include, but are not limited to: Being struck by or struck an object (rock, natural object, watercraft, etc.), being struck by lightning, being lost in unknown territory, sunburn, dehydration, hyperthermia or hypothermia, physical exertion up to heart attack, slip and fall, head injury, asphyxiation, choking, hanging, burn, allergy reaction to insect, chemical material and equipment, broken bone, sprain, cut and abrasion, encounter with domestic or wild animal, serious bodily injury such as permanent disability, paralysis or death, loss of eyesight and drowning.

\_\_\_\_\_ (initials)

c. I have read the foregoing and I understand the physical demands this activity/event presents and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical condition (or that of my minor participant or guests) is adequate for me (or my minor participant or guests) to participate safely. My participation (or that of my minor or guest) in or attendance at this activity/event is voluntary and by signing below I knowingly and completely assume the foregoing risks.

#### Waiver of Liability:

In consideration of my participation in or attendance at this activity or event, **I**, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do **hereby waive, release and forever discharge** His Majesty the King in Right of Canada, His officers, servants, agents, employees and members of His Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces

Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event.

I also hereby **agree to indemnify and save harmless** His Majesty the King in Right of Canada, His officers, servants, agents, employees and members of His Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event.

**Acknowledgment and Understanding**

I acknowledge having read this assumption of risks, waiver of liability and indemnity agreement, including the description of the inherent risks associated with the activity or event and understand that this Agreement is intended to be broad and all inclusive so as to preclude any claims and that I have the legal capacity to sign, or if I am a minor, have discussed fully with my parent or guardian.

**I have reviewed the emergency spill response training and understand my obligations as a Club Member to respond as necessary.**

Participant's signature	
Date	
Parent's/Guardian' signature	
Date	
(required also if participant is a minor) Witness' signature	
Date	
WSRC Approval Authority (WSRC President, Vice President, Treasurer)	
Date	

# 22 Wing Recreation Club - Code of Conduct

As a member of a 22 Wing Recreation Club, I pledge to uphold the following Code of Conduct as a fundamental guide to my behaviour and interactions within the club community:

## Respect and Inclusivity

1. I will treat all club members with dignity, respect, and kindness, regardless of their background, identity, or beliefs.
2. I will not engage in any form of harassment, discrimination, or intimidation towards fellow club members based on race, ethnicity, gender, sexual orientation, religion, disability, or any other protected characteristic.
3. I will actively work to create an inclusive and welcoming environment where everyone feels valued and respected.
4. I will listen attentively to the experiences and concerns of marginalized or underrepresented members and take proactive steps to address any issues of inequity or exclusion.
5. I will educate myself about diversity, inclusion, and cultural competency to better understand and support the diverse perspectives within our club community.
6. I will speak up against discriminatory behavior or language and support efforts to promote diversity and equity within the club.
7. I will respect individuals' boundaries and consent, and I will not engage in any behavior that makes others feel uncomfortable or unsafe.
8. I will uphold the club's policies and procedures related to harassment and discrimination, and I will report any instances of misconduct to the appropriate club authorities.
9. I recognize the importance of fostering a culture of respect and acceptance within our club and will actively contribute to creating such an environment.
10. I commit to embracing diversity, promoting inclusion, and fostering an environment where all club members can thrive.

## Behavior and Conduct

1. I expect all members to behave responsibly, respectfully, and courteously toward each other, the club's staff and property, and the surrounding community.
2. I do not tolerate any form of physical or verbal aggression, inappropriate or offensive behaviour, or the use of drugs or alcohol while participating in club activities.
3. Certainly, here are some "I will not" statements for the recreation club code of conduct regarding financial gain and use of club assets:
4. I will not engage in activities that seek personal financial gain through club resources, facilities, or programs.
5. I will not misuse club assets for personal benefit, including equipment, supplies, or funds allocated for club activities.
6. I will not operate businesses or solicit business ventures within club programs, events, or facilities for personal profit.

7. I will not use club-sponsored activities or events as a platform for personal promotion, advertising, or solicitation without proper authorization from club executives or management.
8. I will not accept monetary or material incentives from external parties in exchange for promoting their products, services, or interests within the club community.
9. I will not engage in financial transactions or agreements on behalf of the club without proper authorization from club executives or management.

## Conflict Resolution

1. I will address conflicts with fellow club members respectfully and constructively.
2. I will engage in open dialogue to resolve conflicts directly or seek mediation with club staff when necessary.
3. I will listen actively and considerately to the perspectives of others involved in the conflict.
4. I will refrain from engaging in any form of retaliation or retribution against members who report conflicts or seek resolution.
5. I will uphold the principles of mutual respect and support within the club community.
6. I will work collaboratively towards finding mutually agreeable solutions to conflicts.
7. I understand that maintaining a positive and inclusive club environment is a shared responsibility.
8. I will abide by the decisions made through conflict resolution processes facilitated by the club staff.

## Confidentiality and Privacy

1. I will respect the confidentiality and privacy of my members and do not share any personal or sensitive information without their explicit consent.
2. I will not allow any unauthorized access or disclosure of club or member information, whether physical or digital.

## Compliance with Laws and Regulations

1. I will comply with all applicable laws, regulations and policies that govern the club's operations and activities, including safety, health, and environmental protection.
2. I will not engage in illegal or unethical activities that could harm the club, its members or the community.

## Safety

1. I will prioritize the safety of my members and adhere to all safety protocols and guidelines established by the club.
2. I do not engage in any activities that could compromise the safety of others or myself.
3. I immediately report any safety hazards, incidents or accidents to the club's staff.
4. I comply with all safety regulations, including using personal protective equipment where necessary.

## Communication

1. I maintain open and honest communication with my fellow members and club staff, informing them of any changes, updates or concerns.
2. I communicate respectfully and constructively, avoiding aggressive or confrontational language or behaviour.
3. I respect the opinions and perspectives of others, even if I disagree with them.
4. I will respect the privacy and confidentiality of club members, refrain from disclosing personal information without consent and maintain discretion in all communications.

## Participation and Engagement

1. I actively participate in the club's activities and events, contributing to the overall success of the club.
2. I engage with my fellow members, building positive relationships and fostering community and camaraderie.
3. I encourage new members to participate and feel welcome, helping them to integrate into the club's culture and activities.
4. I will work collaboratively with club leaders, volunteers, and fellow members to achieve common goals, contribute positively to club activities, and resolve conflicts constructively.

## Personal Responsibility

1. I take personal responsibility for my actions and behaviour, recognizing the impact they may have on others and the club.
2. I take responsibility for my physical and mental health, ensuring I am fit and healthy to participate in club activities.
3. I do not engage in any activities that could compromise the safety, health or Well-being of others or myself.

## Continuous Improvement

1. I strive for continuous improvement, seeking to learn and develop new skills and knowledge to enhance my experience and contribution to the club.
2. I provide feedback and suggestions to the club's staff and management to improve its operations and activities.
3. I support the club's efforts to implement best practices and industry standards to enhance the overall quality of the club's offerings.

I affirm my commitment to creating a safe, respectful, and inclusive club environment for all members by adhering to this Code of Conduct. Violations of this Code may result in disciplinary action, including suspension or expulsion from the club.

Club President:	Club Member
Signature:	Signature
Date:	Date:



## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue**

I have read and agree to be bound by statement above.	Signature
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1. This is a binding legal agreement. Clarify any questions or concerns before signing.
2. As a participant in the 22 Wing Water Sports and Recreation Club, the activities, programs, classes, services provided and events sponsored or organized by Canadian Forces Morale and Welfare Services:
  - a. Water Sports and Recreation Club;
  - b. 22 Wing;
  - c. Ontario; and

including but not limited to: self-led activities, virtual and online activities, instructional sessions or lessons, practices competitive activities including game play, travel, equipment use or loan, indoor and outdoor activities and facilities, strength training and fitness conditioning and performances (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

### Disclaimer

3. In consideration of my participation in or attendance at these Activities, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do hereby waive, release and forever discharge His Majesty the King in Right of Canada, His officers, servants, agents, employees, volunteers, officials, participants, agents, sponsors and members of His Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Morale and Welfare Services, its officers, servants, agents and employees, volunteers, officials, participants, agents, and sponsors (collectively the “Organization”) from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this Activities in any manner whatsoever including, but not limited to, the negligence of the Organization, either collectively or individually.

I have read and agree to be bound by paragraphs 1, 2 and 3.	Signature
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### Description and Acknowledgement of Risks

4. I understand and acknowledge that:



## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
  - b. I am responsible for my own code of conduct and behavior during the Activities and will follow safety guidelines including the recommendation by the Organization of the wearing of personal protective equipment (where applicable) ;
  - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
  - d. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
- a. Health (physical and mental): executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, psychological harm, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;
  - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises;
  - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
  - d. Contact: contact with equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
  - e. Advice: negligent advice regarding the Activities;
  - f. Ability: Failing to act safely or within my own ability or within designated areas;
  - g. Cyber: privacy breaches, hacking, technology malfunction or damage;
  - h. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
  - i. Travel: Travel to and from the Activities;



## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- j. Activity Specific that include but not limited to: drowning, injury due to slips and falls, slides, uneven surfaces, collisions, etc; and
- k. Negligence: My negligence and negligence of other persons, including negligence on the part of the Organization, either collectively or individually, may increase the risk of damage, loss, personal injury or death. I understand that the Organization, either collectively or individually, may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are referred to above.

I have read and agree to be bound by paragraphs 4 and 5.	Signature
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### Terms

- 6. In consideration of the Organization allowing me to participate in the Activities, I agree:
  - a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
  - b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
  - c. To complete a Physical Activity Readiness Questionnaire for Everyone (PAR-Q+) and followed recommendations such as seeking further advice from a doctor, another health care practitioner who is licensed to diagnose, or a qualified exercise professional before becoming much more physically active;
  - d. To comply with the rules and regulations for participation in the Activities including local, municipal, provincial and federal government regulations;
  - e. To comply with the rules of the facility or equipment;
  - f. That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
  - g. The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
  - h. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
  - i. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
  - j. There is no insurance coverage provided for participants against dangers inherent in the Activity. I am responsible to review my personal accident, life insurance coverage to ensure that there is no exclusions related to the Activities, and that benefits are realistic. I am responsible for arranging and paying for such coverage;
  - k. To stop participation in the Event if it becomes, in my own assessment and opinion, unsafe to continue;
  - l. Treat fellow club members, guests and executive committee with respect; and



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- m. That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

I have read and agree to be bound by paragraph 6.	Signature
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**Release of Liability and Disclaimer**

- 7. In consideration of the Organization allowing me to participate, I agree:
  - a. That the sole responsibility for my safety remains with me;
  - b. To ASSUME all risks arising out of, associated with or related to my participation;
  - c. That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - d. To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e. To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
  - f. To INDEMNIFY and HOLD HARMLESS the Organization, either collectively or individually, from and against any and all claims and demands, losses, litigation expenses, legal fees, liability, damages, awards, costs, actions, causes of action, suits, or other proceedings of any form or type whatsoever, they, or any of them, may incur or be subject to whether directly or indirectly as a result of my participation in the Activities, whether the claim is based on, including but not limited to, the negligence, gross negligence, breach of contract, or any action taken or things done, maintained or failed to be done of or by the Organization, collectively or individually.;
  - g. To FOREVER RELEASE AND INDEMNIFY and HOLD HARMLESS the Organization, either collectively or individually, from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization, either collectively or individually;
  - h. That the Organization, either collectively or individually, is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i. That negligence includes failure on the part of the Organization, either collectively or individually, to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and



## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### Jurisdiction

8. I agree that in the event that I file a lawsuit against the Organization, either collectively or individually, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.
9. This Waiver shall be governed by and construed in accordance with the law of Canada applicable therein. For the purpose of all legal proceedings, the courts of the Province of Ontario shall have exclusive jurisdiction to determine any action or application arising under this Waiver.
10. I AGREE that if any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.
11. WITHOUT LIMITING THE ABOVE, I AGREE NOT TO SUE the Organization, either collectively or individually, for, including but not limited to, any and all personal injury, including physical and psychological harm, death and property loss or damage, and costs, damages, fees, expenses, awards, and liabilities or otherwise relating thereto of any form or type, howsoever caused or arising, and whether directly or in directly as a result of my participation in the Activities.

I have read and agree to be bound by paragraphs 7, 8, 9, 10 and 11.	Signature
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### Acknowledgement

12. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization, either collectively or individually, on the basis of any claims from which I have released herein.

Name (Printed)
Signature
Date