

Regatta Network Documents 2021

All attendees and their Parents/Guardians of any class, program, event or gathering offered by the Bass River Sailing School, Inc. (BRSS) and/or the Bass River Yacht Club, Inc. (BRYC) agree to the following Liability Waiver, Damage Policy, Safety Rules & Conduct, Parent/Guardian Responsibilities, Publicity Policy, Disciplinary Policy, and Responsibility.

The BRYC and BRSS are intending to follow the applicable COVID-related guidelines (as current at the time) set by the government and U.S. Sailing for the 2021 sailing season.

We have carefully read this release and understand its contents. We are aware that participation in any class, program, event or gathering offered by the BRSS and/or BRYC acknowledges agreement with this liability release and an assumption of risk. We do this on our own free will.

LIABILITY WAIVER

We acknowledge that sailing and boating are inherently dangerous activities. We are aware that the programs offered by the BRSS and BRYC involve maneuvering a boat on deep waters in potentially hazardous conditions which may include, without limitation: strong winds, high waves, sudden and unexpected immersion in deep waters, and collision with other watercraft as well as stationary objects such as surface and submerged rocks, pilings, buoys, and navigational markers. We also acknowledge that sailboats are themselves inherently dangerous and create the opportunity for personal harm.

With full knowledge of the dangers involved, we voluntarily request participation in the program. We accept any and all risks in the activities, use of the facilities, and on the property of the BRSS and the BRYC whether or not any loss results from negligence or other action.

We do hereby waive, release, and cancel any and all rights we may have or acquire to make claim against, sue, attach the property of, or prosecute the BRSS or the BRYC, or US Sailing and their officers, directors, trustees, members, employees, race administrators, and any committee persons for monetary or other damages caused by injury to the student or damage to our property arising from or undertaking to participate in any event, class, or activity and/or use of BRSS/BRYC facilities and property, whether or not any injury or damage results from the negligence or other action or inaction of employees and/or directors of the BRSS/BRYC.

We agree to obtain and maintain appropriate liability insurance for damage or injury caused by our actions or negligence, and we have read and understand Fundamental RRS 4 as to my being "...solely responsible for deciding whether or not to start or to continue racing".

Also, in consideration of sailing and/or allowing my boat to sail in the BRSS program, the registered sailor and parents/guardians, do hereby agree to abide and be bound by The Racing Rules of Sailing as issued by the International Sailing Federation and the Prescriptions of US Sailing, except as specifically changed or exempted, and any amendments thereto.

DAMAGE POLICY

Parents/Guardians of sailors are responsible for damage or loss to boats, equipment, and Club/personal property where the student was determined to be in the wrong (whole or in part) and negligence was involved. Damages are to be reported immediately to the BRSS Instructors. The damage must be repaired to the reasonable satisfaction of the boat owner in a timely manner. Where doubt as to fault exists, the BRSS in consultation with the appropriate BRSS instructors will review the incident to determine who is financially responsible for damage. We recommend that Parents/Guardians consult with their insurance agent and maintain up-to-date policies reflecting the use of boats by their own and other children. The BRYC and BRSS have consulted with an insurance agent and it is their understanding that the following generally applies (please check and confirm with your specific insurance provider):

1. Insurance for boats is usually available as a rider to a homeowner's policy.
2. Non-boat owners who are steering boats may be covered by their parent's Homeowner's policy for personal liability and damage to another boat. Damage to the boat in which they are sailing, however, is not covered and must be borne by the child's parents.

SAFETY RULES & CONDUCT

- All students must be able to swim 25 yards and tread water for 90 seconds.
- A Personal Floatation Device (PFD) must be worn by all students, instructors, and junior volunteers at all time while on the docks, floats, and boats.
- Suitable protective footwear (closed toe) must be worn by students and instructors at all time while on the docks, floats, and boats.
- Students must obey all instructions (voice, whistle, and/or by flag) given by Instructors.
- All equipment, boats, and supplies must be used safely and conscientiously.
- All boats and equipment must be left in proper condition and stored appropriately at the end of the class.
- Running on and swimming from the docks is not permitted.
- The BRSS and BRYC are not responsible for any items left on the property.

PARENT/GUARDIAN RESPONSIBILITIES

1. No reprimand shall be made to any Instructor, nor shall any parent disrupt the course of the day's program. Complaints or suggestions should be made to the Sailing School Director, not to the Instructors! Parents/guardians are discouraged from calling Instructors at home.
2. Parents/guardians are responsible for understanding the goals and rules of the BRYC and the BRSS program to include the 1,2,3 Strike Discipline Policy and foster these in their children.
3. Parents/guardians are responsible for providing each sailor with the proper personal equipment necessary for sailing activities (see requirements for individual programs). Please make certain that all gear is clearly marked with your child's name. The program cannot assume responsibility for unmarked or improperly stored gear.

4. Any physical problems or disabilities which may inhibit the sailor in certain activities must be brought to the attention of the BRSS Director before the start of the season. The BRSS is not equipped to offer adaptive sailing but have a partnership with Sail Cape Cod which offers these programs.
5. Parents/guardians are responsible for transporting sailors and boats to and from regattas. BRSS Instructors are not permitted to transport sailors and/or non-BRYC boats.
6. Parents/guardians are expected to be familiar with and to support the BRYC and BRSS rules and By-Laws for sailors and parents (see the Log Book on the BRYC website).
7. Parents/guardians are responsible for ensuring that their boats are maintained in seaworthy and safe operating condition. While the Instructors will have some spare parts and tools and will attempt to keep up with minor repairs, parents are responsible for all boat maintenance.
8. Parents/guardians are to bring sailors to class each day regardless of weather reports. In the case of foul weather, the final decision on whether or not the students sail will be made by the Program Director. Land classes will be held if the Program Director decides it is unsafe to go out on the water. No refunds or credits will be given for "Non-Sailing Days".
9. The use of Cell phones or other devices will not be permitted during class hours. Parents/guardians should not speak to sailors during class.
10. BRSS holds to a strict privacy policy. Unauthorized posting of photos or information on Social Media is considered a "Strike" offense. BRSS will post events, photos, and information to the website for those participants that have agreed to the Club's photo and publicity release.
11. Use of the BRYC facilities and activities are limited to BRYC members and their guests. Non-members may join their registered sailors for lunch at the Club before or after class but are otherwise not allowed to use the Club's facilities or docks and waterways.\

PUBLICITY POLICY

All students and the parents and guardians grant the BRSS and BRYC permission to use photographs of the student for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable for any reason of such use. A desire to opt out of this policy must be registered and agreed with the BRSS in advance of the season.

DISCIPLINE POLICY

All students agree to follow the Safety Rules & Conduct and acknowledge failure to do so may result in expulsion from the class, and in the event of repeated violations, expulsion from the program. Any and all program fees will not be refunded in the case of expulsion regardless of any pre-payment for classes yet to occur.

In order to run a safe, fun, and productive program we need to have a discipline policy. Our discipline policy maintains that each sailor will have three chances (the 3 strikes policy) to correct any disciplinary

problems that arise. The discipline policy will be in effect on and off club property, transporting to and from events, and participating in overnight sailing events. Violating BRYC/BRSS rules will be considered a disciplinary infraction and addressed as follows:

1. First "Strike", your parent/guardian will be called by the Instructor and the transgression will be reported. This will be recorded on your file and the Program Director will be notified.
2. Second "Strike", you and your parent/guardian will be asked to meet with the Instructor and the Program Director & Fleet Captain to discuss the first and second transgression and to make a plan to avoid any future misbehavior. The notes from this meeting will also be documented in your file and sent along to the Flag Officers of the Board for the Bass River Yacht Club.
3. Third "Strike", at this point you will be asked to leave the program. We will notify your parents/guardians and make immediate arrangements to have them collect you and your personal items regardless of where you are. There will be no refund of tuition or program fees. Any cost incurred by your parents to take you from the program or event will not be the responsibility of the BRYC/BRSS to pay or reimburse.

Strikes include, but are not limited to, disrespectful behavior to instructors or others, inappropriate language, destruction of property on or off club premises, physical abuse to another student or instructor. A strike that occurs at an "away" event shall count as three strikes.