

2023 SAILING SCHOOL/RACING PROGRAM WAIVER

I/we, the parent(s) or guardian(s), request that the applicant(s) be enrolled in sailing lessons or other forms of water activities to be conducted at the South Muskoka Sailing School, hereinafter referred to as the "School" and in consideration of the School's acceptance of my/our request as above noted, I/we hereby agree to waive any damages or claims whatsoever that I/we may have against the School, its members, agents, directors, or servants, as a consequence of any injury to, or death of, the above-named applicant, howsoever caused, while participating in any form of the above-named activities sponsored by the School. I/we certify that the above applicant(s) will be at least six (6) years of age on or before July 3, 2023..

To the best of my/our knowledge, the applicant(s) is in good health and has not been exposed to any infectious disease in the past month. In case of a medical or surgical emergency, and if I/we are not immediately available for consultation, I/we hereby give permission to the physician selected by the School or its appointed representative to hospitalize, secure proper treatment for and to order injections, anesthesia or surgery for the applicant named above.

PHOTO RELEASE

I agree that as club members South Muskoka Sailing Club may use photographs of us with or without our name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

RESPONSIBILITY FOR LOSS OR DAMAGE TO SCHOOL PROPERTY

I/we, the parent(s) or guardian(s), accept responsibility for loss or damage to School boats and equipment caused by the above named applicant(s) and agree to reimburse the School for all reasonable costs of such loss or damage forthwith upon presentation of a damage report signed by the Head Instructor and School Director.

RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

I/we, the parent(s) or guardian(s), accept responsibility for loss or damage to my child's personal property or boats brought to, used at, or left parked at South Muskoka Sailing Club or used in any regattas or races.

CANCELLATION POLICY

An administration fee of \$25 is charged for all cancellations. For cancellation notices received prior to 7 days before the start date of the course, refunds will be issued. Between 7 days and the day before the start of the course, a refund will be issued when that position is filled and paid for by another student. No refunds will be made due to poor weather conditions. Requests for refunds for withdrawals due to extenuating circumstances will be considered on an individual basis. Please contact us at 1969smssc@gmail.com. Note: No refunds are available for individual days, as sailing instruction is paid for on a weekly (Monday to Friday) basis.

LATE PAYMENTS / OUTSTANDING FEES

Before participating in any of our programming, a Family Membership is required for \$200.00. We do offer a one-week trial which does not require the Family Membership Fee. Any outstanding fees must be paid in full before the 2023 application can be processed. Your application is only considered complete once fees have been received, and South Muskoka Sailing Club can only reserve space for an applicant with payment.

SMSC Code of Conduct

"We believe everyone involved in any role in the sport of sailing has the right to participate in a safe and inclusive sailing environment free of abuse, harassment or discrimination. (Sail Canada, 2023).

South Muskoka Sailing Club has adopted safe sports policies, including a Code of Conduct, Protection Policy, Screening Policy, Social Media Policy, Whistle Blower Policy, Discipline and Complaints Policy, Appeals Policy and Dispute and Resolution Policy.

SMSC volunteer board members, sailing instructors, sailing students and family members will all follow the SMSC Safe Sport Policy to participate at SMSC.

Please read SMSC Safe Sport Policies on our website and SMSC Safe Sport Code of Conduct - Link:

<https://static1.squarespace.com/static/56d4c93e22482e42c20bc24e/t/644c1acfd9384f1cafe3ddc5/1682709199521/Seperated+code+of+conduct.pdf>

Rowan's Law

Acknowledgement for Athletes and Parents/Guardians

Athletes under 26 years of age and parents of athletes under 18 years of age must confirm that they have reviewed the Government of Ontario Concussion Awareness Resources below prior to the athlete's first day of sailing.

Government of Ontario Concussion Awareness Resources - Rowan's Law e-booklet:

Ages 10 and under - <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-10-and-under-en-2019-05.pdf>

Ages 11 to 14 - <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-11-to-14-en-2019-05.pdf> Ages 15 and up - <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-15-and-up-en-2019-05.pdf>

*ALL SMSC Sailors must read and sign the CONCUSSION CODE OF CONDUCT FROM OSA found in the link below.

<https://ontariosailing.ca/member-services/concussion-information/>

Waiver of Liability and Release of Liability Please read carefully:

Waiver must be agreed to before entering and using the SMSC (the "Organization") facilities.

By signing below, the Participant registered for SMSS programing and/or the Participant's Guardian understands and acknowledges, the risk, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the "Premises"), which risks include , but are not limited to: the potential for bodily injury or illness (including contraction of COVID 19); contact or interaction with others who may have been exposed to COVID -19, close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization's efforts, may be infected with COVID 19 or other communicable illnesses, permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards, imperfect venue or field or play conditions, equipment failure, participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, employees, volunteers or board (together, the Releases) ; or negligence or omission of the Releases (collectively , the "Risks").

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant's Guardian: a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releases arising from the same; and c) freely assumes all risks associated with the Risks or

Anything incidental to the Risks which may arise as a result of or in connection with the use of the Premises.

YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASES.