



## **WELCOME TO NYC LEARN TO SAIL**

The NYC Learn to Sail mission is to promote the sport of sailing and sailing skill development in youth and adults through qualified instruction of CANsail curriculum in a safe, positive environment. NYC is a friendly, family- oriented club that strongly supports youth activities. Our program has been active since the 1950's promoting lifelong sailing

**Where to find us:** NYC Learn to Sail operates out of the Dalhousie Yacht Club at 74 Lighthouse Road, St. Catharines. The Learn to Sail building is the white building on the upstream side of the parking lot.

**How to reach us:** Contact us at: [LTS@dalhousieyachtclub.com](mailto:LTS@dalhousieyachtclub.com) or by phone at (905) 934-8325 ext. 25

The following POLICIES require the signature of the sailor and the parent/guardian. Please read, sign and

- submit electronically to: [LTS@dalhousieyachtclub.com](mailto:LTS@dalhousieyachtclub.com) or
- print and bring to the NYC office prior to the first day of the program or
- print and bring first day of the program

## Important information: Please Read and Sign

1. All waivers must be signed and submitted, either by paper copy sent to the Dalhousie Yacht Club or brought on the first day of the program or by electronic signature to [LTS@dalhousieyachtclub.com](mailto:LTS@dalhousieyachtclub.com) prior to going on the water. These forms include: this information page, Liability Waiver, Concussion Policy, Code of Conduct, Sign In/Sign Out, Permission for Photography. These forms may be found below or on the DYC website. Sailors will not be allowed on the water without the signed waivers.
2. Although our coaches are 100% dedicated to helping sailors develop, there is no guarantee that a sailor will complete a checklist and obtain a CanSail level in the allotted time for any given course. As the CanSail levels increase so do the expectations for confident demonstration of skills. Understanding of the theory of sailing, as well as size, strength and confidence will impact a student's ability to demonstrate skills at an advanced level.
3. For privacy and security reasons we ask that no photos or video be taken on DYC grounds without the permission of DYC Staff.
4. DYC does not take responsibility for lost, damaged, or stolen personal belongings (e.g. phones, tablets etc.)
5. DYC Learn to Sail is a smoke, drug and alcohol - free environment.
6. Payment Policy:

Payment in full is required to secure and confirm your registration. Payment can only be processed on our easy online registration system. We accept e-transfer (preferred), Visa or Mastercard. In 2025, Sail Canada is charging an annual fee per youth sailor of \$24.00 +HST. You'll notice this added to the course registration once per year.

### Refund Policy:

Please note that **Refunds cannot be given due to environmental issues**, such as weather or water quality, that impact on-water activities. Alternate land-based activities will be provided should the weather make it unsafe to sail on any given day.

## Course Cancellation and Withdrawal Policy

**Course Cancellation by DYC:** A full refund will be issued to a registrant of a course where, due to low enrollment, the entire course is canceled. Prior to the issuing of a refund, the registrant will be offered the opportunity to register in a like or similar course, should space be available.

**Course Withdrawal by a registered participant:** All requests for withdrawal from a course must be made in writing to [LTSI@dalhousieyachtclub.com](mailto:LTSI@dalhousieyachtclub.com). Phone or personal withdrawals will not be accepted.

- 1) If a request for withdrawal is received 10 days or more prior to the start of any course, a full refund will be issued, less an administration fee of \$50.00
- 2) If a request for withdrawal is received less than 10 days prior to the start of any course a refund will be issued, less an administration fee of \$ 100. 00
- 3) If a request for withdrawal is received less than 5 days prior to the first day of the course, a refund will be issued less an administration fee of 50% of the course fee.
- 4) **No refunds** will be issued on or after the first day of any course.
- 5) In the event a participant transfers to another available course prior to the start of the course, only the fee difference between the courses shall be charged.
- 6) In the event of injury during the course, a pro-rated amount will be calculated, and the participant will be refunded.
- 7) Participants asked to leave courses due to safety or disciplinary concerns shall not receive a refund of any funds paid to participate in the course

Please email [LTSI@dalhousieyachtclub.com](mailto:LTSI@dalhousieyachtclub.com) with any questions/requests.

**I have read and understand the DYC Learn to Sail policies:**

Parent Name and Signature:

Date:

# CODE OF CONDUCT

## BY ENROLLING IN DYC JUNIOR SAILING SCHOOL, WE (PARENT/GUARDIAN AND SAILOR) AGREE TO:

1. Encourage and demonstrate good sportsmanship and by acting in a respectful and courteous manner with all those involved with sailing school.
2. Show respect to and follow the direction of the sailing school instructors and other DYC officials. If an issue arises, please speak with a DYC official at an agreed upon and appropriate time and place.
3. Respect the property of DYC, its members, and other participants, including buildings, grounds and equipment, both on and off DYC property.
4. Participate positively in group activities and not be involved in any bullying, intimidating, or harassing of instructors or fellow sailors. Ask instructors for help when it's needed.
5. Inform program staff with advance written notice of any late, absence, or scheduling changes to the best of my abilities.
6. Refrain from possessing and using cigarettes, drugs or alcohol.
7. Always wear an approved PFD at all times while in a boat or at the sailing school on the waterfront.
8. Follow all safety rules set by the sailing instructor and DYC.

### Strategies for a Safe Learning Environment: *Intervention Strategies*

- Peer mediation, conflict resolution strategies
- Positive problem - solving approach

### *Consequences of Unacceptable Behaviour*

- Formal warning to the sailor by the Head Sailing Instructor
- Formal warnings to the sailor by the Head of the Learn to Sail Program
- Removal from Sailing School (temporary)
- Removal from Sailing School (permanent)

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# CONCUSSION CODE OF CONDUCT

In recognition of the potential seriousness of a concussion, I, \_\_\_\_\_, commit to following the concussion protocols and expectations highlighted below.

## **I will help prevent concussions by:**

- Respecting the rules of my sport
- Being committed to fair play and respect for all, including other athletes, coaches, and officials.

## **I will care for my health and safety by taking concussions seriously, and I understand that:**

- A concussion is a brain injury that can have both short and long-term effects.
- A blow to my head, face, neck, or body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have a concussion.
- I have a commitment to concussion recognition and reporting, including if I think I might have a concussion I should stop participating in further training, practice or competition immediately and tell a coach; as well as reporting to my coach if I think another participant has a concussion.
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

## **I will not hide concussion symptoms. I will speak up for myself and others.**

- I will not hide my symptoms. I will tell a coach, official, parent or another adult I trust if I experience any symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization where I am registered.

## **I will take the time I need to recover, because it is important for my health.**

- I understand my commitment to following the return-to-sport process.
- I will respect my coaches, parents, health-care professionals, and medical doctors/nurse practitioners, regarding my health and safety.

**By signing here, I acknowledge that I have fully reviewed and commit to this Concussion Code of Conduct.**

Athlete: \_\_\_\_\_

Parent/Guardian (of athletes who are under 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

## PARENT/GUARDIAN CONSENT TO PHOTOGRAPHY

Dalhousie Yacht Club Youth Sailing School Staff may, from time to time, take photographs and video during sessions. A photo or video may be taken of you and/or your child while they are participating in these sessions. These photos and videos may be used in publications and promotional materials by Dalhousie Yacht

Club for the purpose of marketing the sailing school program or Dalhousie Yacht Club membership. These publications or materials may include newspaper advertisements, brochures, magazines, social media, newsletters.

I, \_\_\_\_\_, I consent to photos and videos taken of \_\_\_\_\_ by Dalhousie Yacht Club to be used for promotional purposes for the benefit of Dalhousie Yacht Club without compensation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PARENT/GUARDIAN CONSENT TO PARTICIPANT SIGN-IN AND SIGN-OUT

All participants are required to sign in and out of sailing school on a daily basis. Parents/guardians may permit participants aged 11 or older the responsibility of signing him/herself out of sailing school. Dalhousie Yacht Club will not accept any responsibility for the participant's safety or well-being once a participant has signed out and left Dalhousie Yacht Club premises.

I, \_\_\_\_\_ permit \_\_\_\_\_ to

sign him/herself in and out of sailing school. I accept responsibility for the safety and well-being of the participant once he/she has signed out and left Dalhousie Yacht Club premises.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# PARENT/GUARDIAN ACKNOWLEDGEMENT OF RISK, WAIVER AND INDEMNITY AGREEMENT ("AGREEMENT")

PARTICIPANT NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

PROGRAM LEVEL AND DATES: \_\_\_\_\_

PARENT/GUARDIAN NAME(S) & EMAIL(S): \_\_\_\_\_

\_\_\_\_\_

**IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY AND DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT, COMPLETELY UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

## **Acknowledgment & Acceptance of Risk and Responsibility:**

I, \_\_\_\_\_ (parent(s)/guardian(s) of the participant) acknowledge that \_\_\_\_\_ (the "participant") has agreed to take part in Youth Sailing School (the "program") operated by Dalhousie Yacht Club. I acknowledge that I have read a description of the program and understand all of the inherent and potential risks of the activities related to youth sailing school. I understand that the participant's participation in the program involves the participant's use of equipment and facilities at Dalhousie Yacht Club. I acknowledge that I have been informed of my right to obtain as much information about the program as I feel is necessary.

In signing this Agreement, I acknowledge that I am not relying on any oral or written representation or statements that may have been made by Dalhousie Yacht Club to induce me to permit the participant to participate in the program, other than those set out in this Agreement. I acknowledge that in all circumstances, any and all liability of Dalhousie Yacht Club in relation to the program shall be determined in accordance with the terms of this Agreement.

**Activities:** I understand and hereby agree that sailing school includes activities on land and on water, including sailing, swimming, and riding in a motorized boat. These activities involve certain risks and dangers. Risks include, but are not limited to: injury from collision with another vessel or stationary object; Injury from moving equipment or the malfunctioning of equipment; or injury or drowning as a result of capsizing or being swamped by waves from passing vessels or adverse weather.

Additionally, the physical exertion of boating activities, including preparing the boat, can result in injury or death. Such risks are increased when temperatures and humidity are high. Also, there are inherent risks and dangers of being around the water and boats such as slippery docks. Such risks are increased when the air or water temperature is low, creating the risk of hypothermia.

**Risks:** I understand that the participant's participation in the program, including in the associated Activities listed above involve a risk of serious and/or permanent injury or death and damage to or loss of property. I understand and acknowledge that the participant may suffer serious and/or permanent injury or death, or damage to or loss of property, resulting directly or indirectly from his/her own negligence, failure to follow direction, misadventure or unavoidable or unintentional accident. I also understand and acknowledge that all of the potential risks cannot be listed in this Agreement. I understand that the program may involve other risks including restricted availability of immediate medical assistance; the conduct of other participants, whether or not such conduct is negligent or reckless; and the contraction of a contagious illness or communicable disease. I understand that the participant's participation in the program may negatively affect his/her future ability to study, work, or engage in social or recreational activities.

**Unforeseen Events:** I understand that despite all reasonable precautions being in place to provide proper organization, supervision and equipment for all activities, circumstances may arise which are not foreseeable or which are beyond their control. I understand and acknowledge that Dalhousie Yacht Club is not responsible for any damages caused by the delay or failure to perform or complete any activities or to provide any transportation or accommodation when such delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

I acknowledge that I have read, understand and agree with all of the terms of this agreement, and have had the opportunity to obtain independent legal advice with respect to the terms of this agreement. I hereby provide my full, voluntary and informed consent to the participant's participation in the program.

**Assumption of Risk:** I assume any and all risks, including, but not limited to any serious and/or permanent injury or death and damage to or loss of property associated with the participant's participation in the program.

**Waiver Agreement Not to Sue, and Indemnity:** In exchange for Dalhousie Yacht Club permitting the participant to participate in the program, I agree to the following: a. I waive any and all liability of Dalhousie Yacht Club, including vicarious liability, except in circumstances of gross negligence or willful misconduct;

b. I will not commence or participate in any type of claim or lawsuit against Dalhousie Yacht Club except in circumstances of gross negligence or willful misconduct;

C. I release, indemnify, hold harmless and forever discharge Dalhousie Yacht Club for any losses or injury related to the participant's participation in the program, except in circumstances of gross negligence or willful misconduct.

**I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE:**

Print "I have read all of the above and I agree": \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Dalhousie Yacht Club***

74 Lighthouse Road, St. Catharines, ON • L2N 7P5

905-934-8325 [www.dalhousieyachtclub.com](http://www.dalhousieyachtclub.com)



Summer 2025