

POLICIES OF THE BLACKJACK SAILING PROGRAM

1. Each child must be accompanied to class the first day by a parent or designated adult. This will help ensure that all of the forms have been completed and that payment has been received and that the camper is prepared for the swim test.
2. All campers enrolled in sailing will take a swim test on the first day of camp. Campers unable to pass the swim test will not be permitted to continue in the sailing camp. (see refund policy).
3. Campers wear life jackets when on or near the water. Blackjack Sailing provides life jackets to all campers. If a camper wishes to provide her or his own life jacket, Blackjack's Director or Lead Instructor must inspect the life jacket to ensure proper fit. This policy is strictly enforced.
4. Proper footwear must be worn at all times. White soled sneakers, boat shoes, and Crocs or Keens are fine. Please, no black soled sneakers as they leave marks on fiberglass. It is strongly recommended, for safety reasons, that closed toed shoes be worn, and NO FLIP FLOPS! Remember, Footwear will get wet.
5. All campers, staff, and volunteers must wear a t-shirt (no tank tops) or a long sleeve shirt and shorts. Swimsuits are recommended to be worn under t-shirt/long sleeve shirt and shorts. No provocative attire is permitted. No printing or illustration referring to alcohol, controlled substances, or profanity on clothing.
6. Each camper is responsible for his or her transportation to and from camp and should bring a snack lunch and snack.
7. Classes will be held rain or shine (unless otherwise notified of a change)
8. Act respectfully and responsibly. Treating the staff and fellow campers with respect and acting responsibly is the foundation of a safe and fun camp session.
9. No Horseplay or roughhousing. Horseplay near or on the boats will result in being suspended and/or dismissed.
10. All campers are expected to help in keeping the Blackjack Sailing instruction areas clean and will leave the sailboats in good order after use.
11. Instructors reserve the right to dismiss a camper for behavior which either consistently disrupts the class or which places the safety of others at risk.
12. Refunds will be granted only if written notice is received at least two weeks in advance. No refund will be given if a camper is suspended or dismissed.

Blackjack Sailing Assumption of Risk, Liability Waiver, Release and Indemnification Agreement

Please Read Carefully

I, the undersigned, am a parent having legal custody/person having legal custody or legal guardian of the above listed Minor. I wish to voluntarily enroll the Minor in the Blackjack Summer Sailing Program (the Program). In consideration of the Minor's participation in this voluntary recreational activity and use of Blackjack Sailing facilities, I acknowledge and agree as follows, for myself, the Minor and the Minor's heirs, representatives and assigns:

1. I understand that risks exist in the Program and shoreside activities, including but not limited to, the risks of serious physical injury, death or permanent disability from car accident, falling, boat collision, capsizing and drowning. I freely assume all risks, including unforeseen risks.

Blackjack Sailing is not my insurer. I will maintain insurance as prudent for the protection of the Minor and myself, including medical and liability coverages.

2. To the fullest extent permitted by law, I promise not to sue, I forever release and agree to indemnify and hold harmless Blackjack Sailing from and against any and all claims, damages, liabilities, losses, suits, costs and expenses including attorney fees, for personal injury to the Minor or any other person, and loss of any property, arising from the Minor's participation in the Program and shoreside activities on or off Blackjack Sailing premises, and including any active or passive negligence of Blackjack Sailing, such as negligent rescue. My obligations under this paragraph shall survive the termination of the Minor's participation in the Program.

3. I represent that the Minor is in good health, is able to safely undertake sailing activities, and can swim well enough in the event his/her boat capsizes to avoid any resulting danger; and that the Minor is capable of comprehending instruction, following directions and observing proper safety precautions. I agree to abide by the decisions of the Program's Head Instructor if he/she finds it necessary to

discipline or dismiss the Minor for lack of attention, misbehavior or failure to follow safety precautions.

4. For the purpose of the Agreement, "Blackjack Sailing" includes its parent companies, affiliates, and the owners, partners, directors, officers, employees, agents, and committee persons of any of them. This Agreement contains all of the understandings between me and Blackjack Sailing regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying upon any promise, representation or inducement not contained herein. The above waiver, release and indemnity provisions are continuing obligations and intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against Blackjack Sailing. If any part of this Agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

PHOTO RELEASE

By my signature, I hereby grant permission to the Blackjack Sailing or assigned photographer any right or permission to use with respect to photographic images of me or my child as indicated above at the Blackjack Sailing, on boats or docks, or in which I may be included with others, to use and/or publish individually or in conjunction with any printed matter, in any and all media, and for any legal purpose whatsoever, including but not limited to illustration, promotion, exhibition, publication, advertising and trade. Furthermore, I consider Blackjack Sailing the sole and complete owner of any such photographs. I warrant I have the right to authorize these uses and hereby agree to hold Blackjack Sailing harmless of any and all liability in perpetuity.