

# Edgewood Sailing School Waiver and Responsibility Statement

---

## Student contact information

---

## Medical information

---

## Emergency contacts

---

## Student Responsibility Statement

In order to participate in the Edgewood Sailing School program, I consent to the following conditions:

1. I am able to swim.
2. I will wear a Coast Guard-approved life vest whenever I am on the docks or in the boats.

3. I may have sailing privileges revoked, without refund, if I fail to obey the instructors or to abide by the rules of the Edgewood Sailing School and the Edgewood Yacht Club.
4. I also agree to follow the Edgewood Sailing School policy, "ALCOHOL AND WATER DON'T MIX," which prohibits operating a vessel under the influence of alcohol or under the influence of a controlled or illegal substance. **No use of alcohol or appearing to be under the influence of a controlled or illegal substance prior to or during any ESS session or while operating or otherwise on board any ESS boat is permitted under any circumstances.** No one who appears intoxicated or under the influence of a controlled or illegal substance will be allowed on board any ESS vessel at any time.
5. I hereby authorize the Edgewood Sailing School to arrange for any medical treatment that may be deemed advisable should an emergency arise. It is understood that a conscientious effort will be made to contact the above-mentioned student's emergency contact person at the phone number listed above and/or in the Registration Form, before any medical action is taken.
6. I agree to the following Waiver and Release:

## Waiver and Release

This document relates to participation by students in Edgewood Sailing School ("ESS") programs and activities, including without limitation instruction and other guidance provided by ESS and its instructors and other representatives, whether at facilities owned by Edgewood Yacht Club, Inc. ("EYC") or otherwise, and whether on land, on docks, in the water, or on or in connection with vessels owned by Edgewood Parties (defined below), on any Student Vessels (defined below), or on or in connection with any other vessels, vehicles, property, or equipment (collectively, the "Edgewood Activities").

**THIS WAIVER AND RELEASE IS INTENDED TO RELEASE AND DISCHARGE EACH OF THE EDGEWOOD PARTIES (DEFINED BELOW) FROM ANY AND ALL LIABILITY, RESPONSIBILITY, AND OBLIGATION IN ANY WAY ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE STUDENT'S PARTICIPATION IN EDGEWOOD ACTIVITIES, EVEN IF THAT LIABILITY, RESPONSIBILITY, OR OBLIGATION ARISES OUT OF NEGLIGENCE OR OTHER ACT, OMISSION, OR**

**FAILURE OF, BY, OR ON THE PART OF ANY EDGEWOOD PARTY OR OUT OF ANY DEFECT IN ANY PROPERTY OR FACILITY OF ANY OF THE EDGEWOOD PARTIES.**

Waiver, Release, and Indemnification. By signing below, the Student (and/or his or her parent or authorized guardian, as applicable), on his or her own behalf and on behalf of all of his or her executors, heirs, administrators, conservators, parents, next-of-kin, and estate, and their respective representatives, successors, and assigns (the Student and such other parties collectively, the "Student Parties"), acknowledges and agrees as follows:

1. that boating is an activity that has an inherent risk of damage and injury to person and property associated with it, and that such damage and injury or the nature, scope, and extent thereof may not be known, foreseeable, or avoidable, and may arise from natural causes such as wind, rain and extreme weather conditions, may arise due to the actions of other boaters or sailors, may result from equipment failure or from defects in the condition of the marina from which sailing activities take place and may also result from mistakes made by others,
2. that the Student is participating in Edgewood Activities at his or her own risk,
3. that neither ESS nor any of its instructors, employees, agents, representatives, volunteers, tutors, students, officials, officers, or directors, nor EYC nor any of its employees, agents, representatives, members, volunteers, tutors, officials, officers, or governors (collectively the "Edgewood Parties") is or will be liable, responsible, or obligated for any claims, demands, suits, actions, costs, expenses, losses, injuries, disability, death, or damages to any of the Student Parties, or to any other person, or for any claims, demands, suits, actions, costs, expenses, losses, or damages to any vessel (including any Student Vessel, as defined below) or to any real or personal property, in each case in any way arising out of, relating to, or connected with (i) the Student's participation (and to any Student Vessel's participation) in the Edgewood Activities or (ii) any other use or occupancy of any of the premises, facilities, properties, or equipment of any of the Edgewood Parties by the Student or any Student Vessel, in each case even if the claims, demands, suits, actions, costs, expenses, losses, injuries, disability, death, or damages are caused in whole or in any part by any of the Edgewood Parties or by a defect in any of the premises, facilities, properties, or equipment of the Edgewood Parties (collectively, the "Potential Claims"),

4. that the Student and the Student Parties waive, release, and discharge all Potential Claims and will indemnify and defend the Edgewood Parties and hold them harmless from all Potential Claims, and
5. that the Student and the Student Parties waive and release any right of subrogation that any insurer of the Student Parties or of any Student Vessel may have against any of the Edgewood Parties on account of Potential Claims or any payment or satisfaction by such insurer of Potential Claims.

## **No Tolerance Policy – Edgewood Sailing School - ADULT PROGRAM**

At Edgewood Sailing School, safety, respect, and responsibility are our top priorities. To ensure a positive and secure environment for all Adult Program students and staff, we have a **Zero Tolerance Policy** for the following behaviors. Violation of any of these rules may result in immediate dismissal from the Adult Program without any refund.

### **1. Bullying or Harassment**

- No verbal, physical, or online bullying will be tolerated.
- Disrespectful or abusive language, teasing, and intimidation of any kind are strictly prohibited.

### **3. Violence or Threats**

- Any act or threat of physical aggression (e.g., hitting, pushing, throwing objects, including mobilization of boats and other sailing equipment as weapons) is not allowed.
- Possession or use of any weapon or dangerous object (or use of any sailing equipment in a dangerous or threatening way) is grounds for immediate expulsion.

### **3. Inappropriate Language or Gestures**

- Use of foul language, obscene gestures, or hate speech (including racist, sexist, or discriminatory remarks) is strictly forbidden.

## **2. Disrespect Toward Staff, Students, or Equipment**

- All Adult Program students must follow the directions of staff at all times.
- Tampering with or damaging Sailing School property or sailing equipment will not be tolerated.

## **3. Substance Use**

- The use or possession of tobacco, alcohol, vapes, or drugs (including non-prescribed medication) is strictly prohibited on Edgewood Yacht Club grounds.

## **2. Unsafe Behavior on the Water**

- Ignoring safety instructions, removing life jackets, or horseplay on land, boats, or docks is not acceptable.
- All Adult Program students must follow established safety procedures and act responsibly during all sailing and non-sailing activities.

## **Consequences**

Any Adult Program student who violates this policy may be:

- Given a formal warning (for minor infractions)
- Sent home immediately, with no warning and with no refund (for serious violations)
- Permanently banned from returning to Edgewood Sailing School

## **Acknowledgement**

By enrolling in ESS, Adult Program students agree to follow this policy to help create a safe, fun, and respectful environment for all.

## Photo Permission (optional)

☐

I hereby give permission to Edgewood Sailing School to use my photographic likeness in lawful digital and print media and publication, including at <https://edgewoodsailing.org/> and on the Facebook page for the Edgewood Sailing School.

**Signature:**

**Date:**

---

---