



2022 Application Package

Welcome to the 2022 Nyack Boat Club Junior Sailing Program. On behalf of the club, the program steering committee, and our staff, we look forward to having your child enrolled in either or both of this season's sessions. The goal of our program is to create a passion for sailing among 8 to 16-year old. Children will learn to sail in Optimist Prams; an internationally recognized youth's training and racing boat, Club 420s, also an internationally recognized racing boat for advanced and older sailors. **No prior sailing or boating experience is required. However, Sailors will be on the water most of the day and MUST be comfortable wearing a life vest, MUST be able to swim and MUST NOT be afraid of the water in order to participate in the program.**

2022 Session Dates: First Session: Monday, June 27 through Friday July 22 (**NO Session July 4th**)
Second Session: Tuesday, July 26 through Friday, August 19
Session Times: 9:00 am – 4 pm

FEES: Members w/Boat:	One Session - \$1100	Both Sessions - \$1800
Members no Boat:	One Session - \$1450	Both Sessions - \$2500
Non-Members:	One Session - \$1800	Both Sessions - \$3000

Charter Fee: A boat charter fee is included in the enrollment fee for each 4-week session for the use of a Club-owned boat, for which you are responsible for care and maintenance. Damage to the boat will be billed to the child's parents/legal guardians.

Multiple Child Discount for Club Members: Flat 10% enrollment discount for multiple children of Club member families. Discount applies to enrollment fees only. Does not apply to non-members or charter fees.

Privately owned boats: Club members only, have the option of using a privately owned boat (Opti or C420) during the program. All privately owned boats must be registered with the club and stored in their assigned space when not being used. Dry sail storage cost for personally owned craft is payable directly to the Club. Boat Charter fee does not apply. It is the owner's responsibility to keep their boat maintained through the course of the session. Club Members who bring a private boat to the program are expected to use their boat for all activities. Non-members cannot bring a privately owned boat.

Enrollment: We do not book partial sessions. Enrollment priority is given to member families through February 28th. Members are not permitted to enroll children of non-members. On the 1st of March, enrollment is open to previously enrolled non-members. We fill any remaining openings with non-members who have not previously enrolled. We enroll applications as follows:

- **NBC members and member families:** Now until February 28th, 2022
- **Non-members, previously enrolled:** as of March 1st, 2022
- **Non-members, not previously enrolled:** as of March 15th, 2022
- **After March 15th, 2022** applications will be accepted from members and non-members on a first come basis.

Applications: Will be accepted only if it is completed in full (including medical, insurance, waiver form and sailor's agreement forms) and accompanied by a deposit check made out to Nyack Boat Club for \$300 per child, per session. Deposit can be paid via check and sent to the address below or electronically sent to Zelle@nyackboatclub.org Please note "junior sailing" on your transaction. Your application and enrollment will be confirmed once the deposit is received.

Payment: Payment is due in full by May 1, 2022. Please be advised that full payment, not received by May 1, 2022 is subject to a \$50 late fee or the possibility of losing your deposit and/or child's spot in the program.

Refund Policy: Refunds including deposit will be granted prior to the start of each session only when a replacement sailor can be found. In the event no replacement can be found, all payments and deposits will be forfeited. No refunds will be processed after the start of the enrolled session.

Admissions Contact: Linda O'Donnell
49 Brookwood Drive
Wayne, NJ 07470-4246
Phone: (973) 633-9846 Email: lindaod5000@gmail.com



2022 Application
One Form per child

Child's Name: _____

Child's DOB: _____ Weight: _____ Height _____

Address: _____

Street _____ Apt # _____

City _____ State _____ Zip _____

T-Shirt Size (circle one): Youth: S M L Adult: S M L XL

NBC MEMBER: Yes ___ No ___ If YES: Name _____ Member # _____

Session(s) you wish to enroll: **Session 1** _____ **Session 2** _____ **Both** _____
(June 27 – July 22) (July 26 – Aug 19)

Enrollment Fee (tax included): **Members w/Boat:** One Session - \$1100 Both Sessions - \$1800
Boat: Opti _____ C420 _____

Members no Boat: One Session - \$1450 Both Sessions - \$2500
Non-Members: One Session - \$1800 Both Sessions - \$3000

Please indicate your child's sailing experience:

Beginner: _____

Intermediate: _____ # of Years: _____ Type of Boat: _____

Advanced: _____ # of Years: _____ Type of Boat: _____

Contact Telephone Numbers/ email addresses:

Parent _____

Name _____ Home # _____ Work # _____

Cell # _____ Email _____

Parent _____

Name _____ Home # _____ Work # _____

Cell # _____ Email _____

To retain a spot for your child, your deposit of **\$300.00 PER CHILD PER SESSION** is required to accompany this application, along with the completed medical / insurance, waiver release forms and sailor's agreement. Make checks payable to NYACK BOAT CLUB and mail to contact listed below **OR** : electronically send to Zelle@nyackboatclub.org Your application and enrollment will be confirmed once the deposit is received.

DO NOT SEND TO THE BOAT CLUB.

Admissions Contact: Nyack Boat Club Junior Sailing / Admissions
C/O Linda O'Donnell
49 Brookwood Drive
Wayne, NJ 07470-4246
Phone: (973) 633-9846
Email: lindaod5000@gmail.com



2022 Medical and Insurance Form

Complete a separate form for each enrolled child. To ensure the safety of your children when involved in the Nyack Boat Club Junior Sailing Program activities, we require that parents fill out the following form for each child in the program. This form will be filed in the NBC Junior Sailing files and will be maintained by the Head Instructor of the program. This form will accompany each child when away from the boat club.

Child's Name: _____ Home Phone: _____

Address: _____

Family Physician: _____ Phone: _____

Address: _____

Insurance Company: _____ Phone: _____

Address: _____

Policy / Group: _____ Policy holder name: _____ SSN # _____

Has your child been treated for: ___ Rheumatic Fever ___ Heart Disease ___ Chronic Lung Disease
 ___ Asthma ___ Carry puffer ___ Epilepsy
 ___ Allergies ___ Carry Epi Pen ___ Chronic Ear Disease

Other (explain): _____

Does your child have any physical or emotional problems that may inhibit the sailor in certain activities (explain) _____

Allergies: _____

Current Medication(s): _____

Date of Last Physical Exam: _____

I, the undersigned, do hereby consent for the child named above to any emergency X-Ray examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any medical staff or of a dentist licensed under the provisions of the Education Law and/or Public Health Law of the State of New York and on the staff of any hospital holding a current operating certificate issued by the Department of Health of the State of New York. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his/her best judgment may deem advisable. I understand that effort will be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

Signed: _____ Date: _____

In case of emergency, please contact:

Print Name: _____ Phone: _____ Cell _____

Print Name: _____ Phone: _____ Cell _____



2022 Waiver & Release

Please review carefully:

In consideration for the right to enter the Nyack Boat Club Junior Sailing program, I hereby release and agree to protect, indemnify and hold harmless the Nyack Boat Club, Inc., and the Nyack Boat Club Junior Sailing program, its respective agents and assigns from and against any claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Nyack Boat Club, Inc. premises and all improvements thereon, whether or not caused by the children's negligence or gross negligence. I am aware that the activities involved in sailing may be dangerous and I am voluntarily allowing my child/children to participate in these activities with this knowledge and hereby agree to accept any and all risk of injury or death. This release applies during the time that my child is attending the Nyack Boat Club Junior Sailing program. I hereby further covenant and agree that I, my child/children, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Nyack Boat Club, Inc., and/or the Nyack Boat Club Junior Sailing program, or their respective heirs, agents, representatives, successors or assigns, forever.

- A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the Organization.
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
- C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.
- D. **RELEASE AND INDEMNITY:** In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties and Event Organizers against and from any and all Liability imposed on, incurred by, or asserted against any Released Party or Event Organizer resulting from, arising out of, in connection with, or relating to my breach of this Agreement.
- E. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.



2022 Waiver & Release

- F. **ON CLUB-OWNED EQUIPMENT:** I understand that Nyack Boat Club Junior Sailing instructors cannot authorize use of Club equipment outside of the regular Nyack Boat Club Junior Sailing session. Further, I understand that use of equipment is available only to those presently enrolled in the NBC Junior Sailing program and only during program hours, Wednesday Night & Sunday Racing, as well as authorized Club functions for Junior Sailors. That use of Club equipment, outside of regular Nyack Boat Club Junior Sailing session is not permitted without advance authorization from the program chair or a member of the Nyack Boat Club Junior Sailing Steering Committee.

- G. **ON PRIVATELY OWNED EQUIPMENT:** I acknowledge and agree that neither the Nyack Boat Club, Inc. nor the Nyack Boat Club Junior Sailing, its agents, officers, employees, and/or assigns, will be responsible for any damage or loss to privately owned equipment or property. As a private boat owner, it is my responsibility to maintain my equipment in safe working order and abide by the Nyack Boat Club's insurance requirements. I hereby release the Nyack Boat Club, Inc. and the Nyack Boat Club Junior Sailing, its agents, officers, servants, employees, and/or assigns from any liability whatsoever for such damage and loss to the fullest extent permitted by law. Further, it is understood that Nyack Boat Club Junior Sailing will assign crew at its discretion to privately owned craft, only when owner is aboard.

- H. **PHOTO AND VIDEO RELEASE:** I give permission and consent to allow photographs and videos to be taken during program activities. I further give permission and consent that any such photographs and videos may be published and used by the Nyack Boat Club and its agents, to illustrate and promote the Nyack Boat Club and its Junior Sailing program.

I understand that proper behavior is essential to the safety and well-being of my child and others, and failure to comply with the rules of conduct may result in my child's dismissal from the program. Additionally, I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Participant Name(s): _____

SIGNATURE OF PARENTS OR GUARDIANS (REQUIRED)

Date _____

SIGNATURE OF PARENTS OR GUARDIANS (REQUIRED)

Date _____



2022 Parent and Sailor Responsibilities

Keep this page

Parent/Guardian Responsibilities

Junior Sailors arrive on time at the Club at 9:00 am. They are to be picked up no later than 4:00pm. All suggestions, concerns or complaints about the program, the instructors, junior sailors, or related issues should be made to a Junior Sailing Program Steering Committee member. Parents should not take it upon themselves to reprimand instructors or other children. Parents are responsible for understanding the goals and rules of the Program and for fostering them in their children.

Parents are responsible for providing their children with the proper personal equipment necessary for sailing activities. Use a permanent marker to mark your child's gear with their name. **Physical or emotional problems that may inhibit the sailor in certain activities must be brought to the attention of the Program Chairperson. If a child cannot fully participate in the Junior Sailing Program, the Steering Committee will discuss with the parent whether the child may attend the Program.**

Parents are responsible for transporting sailors to away regattas. Instructors are not permitted to transport sailors or sailor's personal boats. Parents are responsible for ensuring that their personal boats, used for the program, are maintained in safe operating condition.

Parent interest in the program is welcome and encouraged. You are welcome to come and observe the program at any time. When visiting the program, you must check in with the Program Director and sign the Nyack Boat Club's guest book.

Junior Sailor Responsibilities

Please review these rules with your child. It is the parent's responsibility to ensure that their children understand these rules.

- *Sailors are to abide by the rules of the Nyack Boat Club and the Junior Sailing Program. Sailors are responsible for cleaning up after themselves each day in the dry sail area, docks, hoist area, NBC grounds, and clubhouse*
- *Sailors are expected to adhere to the highest standards of conduct while at Nyack Boat Club and when visiting other clubs.*
- *Theft, borrowing of equipment, vandalism, destruction of property, excessively rowdy behavior, throwing people off docks, bullying, rude or incorrect behavior toward anyone (adults or children), disobedience to instructors are considered violations of such standards*
- *Each sailor is obligated to handle equipment as if he or she owns it.*
- *Shirts must be worn on the upper grounds of the Club.*
- *Proper footwear must be worn at all times.*
- *Sailors must stay with their class or instructor during program hours.*
- *Sailors must stay on Club property unless they leave with an instructor or parent. You are not permitted to leave Club grounds without clear direction and permission from the Head Instructor.*
- *Sailors may not board any vessels moored in the mooring area.*
- *No sailor shall leave class for the day until all boats are put away, the clubhouse is cleaned, and they are dismissed by the Head Instructor.*
- *Use of alcoholic beverages, marijuana, or other illegal substances by a sailor is not permitted.*
- *Any sailor using same will be suspended from the program for the remainder of the session.*
- *Sailors who are late may not be able to sail that day. No sailor may join a class that has already left the dock for sailing.*
- *Smoking is not permitted by Junior Sailors or Instructors.*

Serious problems such as destruction or theft of property or unsuitable behavior are referred to the Junior Sailing Steering Committee. A member of the Committee discusses the matter with the child and his/her parents. The Chairperson, in association with the NBC Board of Governors, is the final arbiter in matters of discipline and may suspend a sailor from the Program indefinitely for misconduct. Suspended sailors do not receive a refund of fees.



2022 Parent and Sailor Responsibilities

Sailor's Agreement

To: Nyack Boat Club Junior Sailing Program

From: _____ and _____
Junior Sailor's Name *Parent or Guardian's Name*

Date: _____

We have read the Nyack Boat Club Junior Sailing Program responsibilities for parents and sailors. We understand and agree to our respective responsibilities to the Nyack Boat Club, the program, its staff and steering committee, as well as all Junior Sailors. We understand that violating these rules and responsibilities could result in suspension from the program and forfeiture of fees.

Signed: _____
Junior Sailor's Signature

Signed: _____
Parent or Guardian Signature