



2023 Rules, Regulations, Program Changes, and Policies

For:

WAYZATA SAILING ('ORGANIZATION') RULES, REGULATIONS, POLICIES & DIRECTIONS

PARENT/GUARDIAN REQUIREMENTS

Due to additional rules and potential cancellations, all parents/legal guardians must pick up their participants from classes promptly, within 60 minutes, at Organization's request or direction. This may include, without limitation, any authorized pick-up contacts in the participant's 'Ultracamp' account. Please note:

- This requirement remains in effect for all minor participants as Organization Staff transfer supervision of the participant in the case of a behavior removal or weather cancellation.

- Requirement 1 may be waived if:

- The participant is of legal driving age and also transports themselves to class independently, in which case the participant must leave the site upon Organization's request or direction;

OR

- The participant regularly transports themselves to class independently, by foot or bicycle, and a parent/legal guardian is available to confirm they have accepted responsibility and/or supervision of the participant.

CERTIFICATION OF SWIMMING SKILLS

I/We hereby certify the participants registered in the Program(s) can swim for 40 yards with a secured PFD and is comfortable in and around the water.

WEATHER CANCELLATIONS

Due to limited capacity indoors, classes may be cancelled preemptively for days when sheltering indoors may be necessary. This decision will be made at the exclusive direction of the Executive Director. Class cancellations will be issued on the following stoplight system:

- RED LIGHT WEATHER indicates a planned or currently occurring cancellation.

- YELLOW LIGHT WEATHER indicates unstable weather and a potential cancellation. In accordance with PARENT/LEGAL GUARDIAN REQUIREMENTS, only participants that can be picked up within 60 minutes of an unscheduled weather cancellation will be allowed to participate.

- GREEN LIGHT WEATHER indicates there is no expected cancellation, however conditions for PARENT/LEGAL GUARDIAN REQUIREMENTS must still be met. The Organization reserves the right to cancel classes for any reason, including failure for an individual to meet safety conditions for operation, including any Organization-imposed or government mandated **COVID-19** guidelines.

For:

COMMUNICATION

THE CONTACT INFORMATION USED FOR CLASS CANCELLATION OR ANY OTHER COMMUNICATION IS THAT FOUND IN THIS REGISTRATION PROCESS. PLEASE UPDATE YOUR INFORMATION ACCORDINGLY.

DROP OFF AND PICK UP

All participants must arrive in a timely manner for their Program. Due to **COVID-19** site controls, early or late arrivals may be restricted without notice. Parents, legal guardians, and any other supervisory adults are required to stay in their vehicle, respect all signage, and stay off closed portions of the site at all times.

COVID-19 RULES

I/We acknowledge that additional, then-current onsite **COVID-19** rules will be communicated via onsite signage, verbal direction, and the **COVID-19** section of F.A.Q. on the Organization website. These may be updated to then-current guidance on a day-to-day basis and change regularly. **COVID-19** rules may include but are not limited to: mask requirements, physical distancing, fixed pairings, closed site boundaries, limited visitation hours for non-participants, or required solo sailing.

BY REGISTERING, I/WE UNDERSTAND THAT, AS PART OF PARTICIPATION IN PROGRAMS, I/WE WILL BE IN CLOSE PROXIMITY TO OTHER PERSONS (INCLUDING WITHOUT LIMITATION INSTRUCTORS AND/OR OTHER PARTICIPANTS), WHICH MAY INVOLVE A LACK OF PHYSICAL DISTANCING AND/OR MASKS). **IF YOU DO NOT ACCEPT THESE RISKS, DO NOT REGISTER FOR A PROGRAM.**

PARTICIPANT COVID-19 SCREENING

All participants are subject to non-invasive questionnaire-based health screening for **COVID-19** upon the request of staff. I understand that I/We may be denied entry to the site and any and all Programs at any time for any reason (including without limitation based on the answers). If I choose to send my participant to any Program(s) without a parent or legal guardian, I/We hereby waive the right to dispute the answers of the participant to the questionnaire. If questionnaire identifies any symptoms or exposure to any communicable illness (including without limitation **COVID-19**), the participant will not be accepted and a pro rata refund for remaining missed Programs may be issued in accordance with Organization's then-current Missed/Incomplete Programs Policy upon request.

REPORTING & RELEASE OF INFORMATION CONCERNING COVID-19 CASES

By attending, I/We agree that I/We have not knowingly been exposed to a confirmed case of **COVID-19** within 14 days of being onsite for any Program. Participants who have been exposed to a confirmed case of **COVID-19** will not be allowed in programming or on the site for a period of 14 days from exposure OR providing two negative tests from 5 (or more) and 8 (or more) days after the exposure. Failure to report a participant's case or their exposure to one may result in a participant's permanent removal from Program(s) without a refund and/or a ban from future Programs. On an ongoing basis, I/We agree that, by participating, I will truthfully report any contact with a confirmed **COVID-19** case, or participant diagnosis of **COVID-19**, to Organization immediately, along with a probable time and date.

I/WE are responsible for all **LIABILITIES** or other damage, losses, costs and expenses that Organization or other participants may incur as a result of failure by me or my participant's to report exposure, contact, symptoms, diagnosis or transmission of **COVID-19**. An explanation of how Organization intends to communicate exposure of confirmed COVID-19 cases may be found on the COVID-19 section of F.A.Q. on the Organization website.

I/WE HEREBY IRREVOCABLY GRANT ORGANIZATION PERMISSION TO DISCLOSE TO OTHER PARTICIPANTS AND THEIR PARENTS/LEGAL GUARDIANS (AND GOVERNMENT AUTHORITIES INCLUDING WITHOUT LIMITATION CITY OF WAYZATA AND MINNESOTA DEPARTMENT OF HEALTH) INFORMATION RELATING TO YOU OR YOUR CHILD(REN), REGISTRANTS, HOUSEHOLD PERSONS, FAMILY, AND/OR FRIENDS CONCERNING THE REPORT, EXPOSURE, CONTACT, DIAGNOSIS, CONTRACTION, INFECTION, SYMPTOMS AND/OR TRANSMISSION OF COVID-19.

For:

BEHAVIOR AGREEMENT

I/We understand that I/We are responsible for my/our participant's behavior and conduct while at Organization and will see to it that I/We adhere to the Organization rules, regulations, policies and directions. I/We agree to assume the obligation for expenses of (i) repair and/or replacement of program equipment that is attributed to our participant's reckless or irresponsible behavior; and/or (ii) our own medical care in the case of injury. I/We agree to make a conference appointment for a parent/legal guardian with Organization instructor or coach, if Organization requests. Participants are required to follow the Organization's code of conduct. Conflict resolution and direct interaction are preferred methods to resolve problems. Repeat, or any serious, behavioral problem or conduct may result in staff member contacting parents or legal guardian. No refunds are available for expulsion due to improper conduct, behavioral problems or other failure to adhere with any of Organization's rules, regulations, policies or directions.

INSURANCE

I/We represent and warrant that I/We have adequate insurance (including without limitation health insurance) to cover any illness, sickness, bodily injury, personal injury, injury, death and property damage I/We may incur, suffer, or cause based upon, arising out of, logically or causally related to, or in any way involving my participation in or presence at the Programs.

If I/We are using our own boat or other equipment, then I/We will be responsible to obtain and maintain adequate insurance (including without limitation boat insurance and watercraft liability) to cover the activities of me and my child(ren) and registrants using our boat or equipment in any Program. If I/We are using our own boat or other equipment, upon request, I/We agree to provide Organization written documentary proof of our insurance coverage(s).

MINNESOTA MANDATED YOUTH SPORTS CONCUSSION INFORMATION

The state of Minnesota requires that ALL youth sports programs: make information accessible to all participating coaches, officials, and youth athletes and their parents or legal guardians about the nature and risks of concussions, including the effects and risks of continuing to play after receiving a concussion, and the protocols and content, consistent with current medical knowledge from the Centers for Disease Control and Prevention ('CDC'). For more information about concussions, see:

[<https://www.cdc.gov/headsup/index.html>].

Consistent with Minn. Stat. 121A.37, in the event of a suspected concussion, participant will be removed from Program activity as soon as possible; and, if the participant is removed because of a concussion, participant may not again participate until participant (or his/her parent / legal guardian) obtains written permission from a healthcare provider to again participate in the Program activity. It is the participant's (or if participant is under 18, parent/legal guardian's) sole responsibility to make the determination to return to Program activities in coordination with their own healthcare provider.

ORGANIZATION IS NOT RESPONSIBLE OR LIABLE TO COORDINATE OR MAKE HEALTHCARE DIAGNOSIS OR TREATMENT, OR FOR ANY **LIABILITIES** OR OTHER INJURY, ILLNESS, CONCUSSIONS (OR SYMPTOMS OF CONCUSSION), OR BRAIN TRAUMA IF (1) PARTICIPANT RETURNS TO PROGRAM ACTIVITIES PRIOR TO WHEN HE/SHE IS PHYSICALLY ABLE, READY, OR SUITABLE FOR RESUMPTION IN PROGRAM ACTIVITIES; OR (II) PARTICIPANT RETURNS TO PROGRAM ACTIVITIES WITHOUT A COMPLETE DIAGNOSIS, MEDICAL PLAN, OR TREATMENT.

PROGRAM CANCELLATION, TRANSFER AND MISSED/INCOMPLETE PROGRAMS POLICIES

For:

• CANCELLATION POLICY.

If participant wishes to cancel participation in a Program, participant (or if participant is under 18, parent/legal guardian) must notify the Organization IN WRITING (via email at: office@wayzatasailing.org) at least two weeks prior to the start of the Program to receive a refund. There will be no refunds given after that time. All refunds are subject to a \$30 cancellation fee to cover booking charges.

Organization may cancel or modify a Program(s) at any time for any reason. If Organization cancels a Program in its entirety, then Organization will provide a credit to participant's account, which may be used for future Programs.

• TRANSFER POLICY.

If a participant wishes to transfer a registration from one Program to another Program, participant (or if participant is under 18, parent/legal guardian) must notify Organization IN WRITING (via email at: office@wayzatasailing.org) at least two weeks prior to the start of the Program. Requests must include all pertinent Program details and identifying information. A staff member will contact participant (or, if participant is under 18, parent/legal guardian) to complete the transfer. Program transfers are subject to an additional \$10 charge to cover booking charges and subject to availability.

• MISSED/INCOMPLETE PROGRAMS POLICY.

No makeup days are available, whether Organization cancels the Program(s) or Participant fails to attend for any reason. However, credits for cancelled/missed Program(s) may be issued to a participant's accounts on a case-by-case basis at the sole discretion of Organization staff if there is injury that prevents participation in a Program(s), excessive weather cancellations (e.g., 3/5 of a Program or more), or due to COVID-19. Please be aware that weather, and cancellations for it, are inherent part of outdoor activities.

I HAVE CAREFULLY READ AND UNDERSTAND THESE RULES, REGULATIONS AND POLICIES OF ORGANIZATION IN ITS ENTIRETY.

By selecting '**I/WE AGREE**' online and/or signing below, I, as the participant or as parent/legal guardian of the participant) agree I/We will follow the rules, regulations, policies and directions of Organization.

I/WE AGREE

Signature _____

Date _____