



CURRENT TERMS OF SERVICE

Thank you for your interest in participating in Bedford Basin Yacht Club's Learn to Sail Program. By registering for a program with BBYC LTS you confirm that you have read and agreed to all of the terms of service below, including any web pages linked in this document. Upon registration, you will receive an email confirming your participation in our program.

By registering, you are verifying that the participant meets all requirements for their registered program with regards to sailing ability (CANSail or Cruising level), age, and weight, or any other specified requirements. It is your responsibility to ensure that the participant meets all of the registration requirements. These requirements are listed for each program at bbyc.ca/lts. Proof of competency (valid CANSail certificate or Cruising Logbook) must be provided if requested.

If it is determined that a participant does not meet the requirements for their program the participant may be removed or transferred to another program without consultation. If a participant is removed from a program because they do not meet the requirements for the program, any refunds or transfers will be subject to the normal cancellation/refund policy described below.

Cancellation/Refund Policy:

All registrations will be subject to a 20% cancellation fee, regardless of the notification period. Cancellations within two weeks of the course start date are subject to a 50% cancellation fee and no refunds will be offered after 4:00 pm on the last business day (Monday - Friday) before the course begins. Any cancellation requests received after 4:00pm on a Friday will be treated as if they were received on 9:00am the following Monday.

A participant driven transfer between courses more than two weeks before the course will result in no additional charge, within 2 weeks will result in a penalty of 50% of the fee, and no transfers will be permitted after 4:00 pm on the last business day (Monday to Friday) before the class begins. Any transfer requests received after 4:00pm on a Friday will be treated as if they were received on 9:00am the following Monday.

Our courses will run only if there are enough participants. You will be informed in advance if the class is canceled and will be offered the option to move to a different session or a full refund.

Participants who are unable to complete a session due to medical reasons may be eligible for a pro-rated refund less a processing fee, or an application of the remaining time to be applied to a future program upon presentation of a note from a physician.

If a participant has been diagnosed with Covid or any other communicable disease where self isolation is recommended, to protect the safety of other participants the participant will not be permitted to rejoin the group until they present a negative test result, or has been approved to return



to sailing by a physician. This is considered a medical reason, and documentation (In the form of PCR Test for COVID, or a physician's note) must be provided.

You agree to respect and follow BBYC's Concussion Protocol. If any coach feels that a sailor may have suffered a possible concussion, they must be removed from sailing and examined by a physician as soon as possible. If the sailor is cleared by a physician to return to sailing, the physician must sign and complete the provided "Concussion Protocol" form. This must be returned by a parent/guardian to the Head Coach before a sailor can return to sailing. If the sailor is not cleared to return to sailing, this is considered a medical reason, and the sailor is eligible to a partial refund following the guidelines above. Documentation from a physician must be provided.

Sailor Code of Conduct

By registering it is understood that parents and sailors have reviewed and will adhere to the Sailor and Parent Code of Conduct, found here. Failure to comply with the Code of Conduct can, and will, result in disciplinary actions. A copy of our disciplinary policy is included in our Code of Conduct Document.

Environmental Responsibility

As sailors we are privileged to play on the ocean everyday and, as such, consider ourselves stewards of the environment. Appreciation for and enjoyment of a clean ocean is a key component of our sailing program.

Social Media

By registering you give permission for the staff and volunteers at the Bedford Basin Yacht Club to photograph or record video images of your child during LTS activities. These images may be posted on the official BBYC website and BBYC LTS social media accounts and for promotional materials. You waive any rights of compensation or ownership.

Indemnification

By registering your child in this program you understand that programs of this nature contain an element of hazard. Our coaches and staff have been well trained to mitigate risk and keep sailors safe, but every sport carries the possibility of harm, and sailing is certainly no exception. Sailors will participate in this program entirely at their own risk. As a condition of their participation in this program, sailors release all claims they may have against the Bedford Basin Yacht Club and its officers, directors, members, committees and employees for damage to property, personal injury or death sustained in conjunction with or prior to, during or after the program. Participants shall be responsible for damage or injury caused by their breach of the Sailor/Parent Code of Conduct. You also understand that the BBYC Learn to Sail program is responsible for supervision of your child during class time only. If you cannot supervise your sailor outside these times, it is your responsibility to arrange for alternate supervision.