

SALTERNS SAILING CLUB - PARENTAL DISCLAIMER (2011)

In consideration of your accepting (Name of Child/Children)

of (Address) _

at my request as a member of the Salterns Sailing Club, I agree that I will not for myself or for the above named hold the Club, its officers, members or assistants liable for any injury or damage or loss suffered by the above named while engaged in club activities either on the Club premises or elsewhere, or activities for which the Club is or maybe responsible and I will indemnify the Club, its officers, members and assistants against all actions, claims or demands which might arise. RYA Instructors, RYA Senior Instructors or RYA Coaches do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury loss or damage was caused by, or resulted from negligence or deliberate act.

I accept responsibility for his/her/their conduct whilst participating in Club activities and in/around the Club premises. I understand that sailing, in common with all water sports, has its attendant risks. I further understand that the Club is only able to provide rescue facilities during the hours of organised Club activities and that, outside these hours, the Club cannot be expected to exercise supervision or control.

I undertake to ensure that he/she/they will attend the Salterns Sailing Club suitably clothed and provided with suitable buoyancy. I accept responsibility for the seaworthiness of his/her/their boats and for their insurance against third party claims to the sum of at least £1,000,000.

I understand that the decision to allow the above named to participate in any activity at the Club is my sole responsibility. I **declare that the above named can swim 10 metres unaided**. I declare that I have disclosed in writing any medical problems that might possibly effect the above named during the course of Club activities. I consent to any emergency medical treatment necessary during the course of organised Club activities.

I also understand that if, at any time, any boat park fees payable to the Club by any member or former member shall be three months or more in arrears:

- the Committee shall be entitled to move the boat to any other part of the Club premises or elsewhere without being liable for any loss of or damage to the boat howsoever caused.
- the Committee shall be entitled upon giving one month's notice in writing to the member or former member, at his last known address shown in the register of members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription or mooring/storage fees or otherwise) from the net proceeds of the sale before accounting for the balance, if any, to the member or former member.
- alternatively any boat which in the opinion of the Committee cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the Committee may think fit and the expenses recovered from the member or former member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the member or former member.

Further, the Club shall, at all times, have a lien over members' or former members' boats parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears in boat park fees or subscriptions or otherwise.

Signed _____ Relationship or Capacity _____

Full Name _____ Address _____

Data Protection Act: The Club holds personal data on computer and in paper form. This information is held for purposes of compliance with the law, defence of any legal proceedings, management of the Club's administration, including the collection of subscriptions, event planning, mailing of information to Members and qualifications. Home telephone numbers will be printed in the Club programme. By paying your subscription and commencing or continuing your membership you are deemed to consent to the information that you supply being held on computer and used for the aforementioned purposes. We will keep safe the information which you supply and prevent unauthorised disclosure.

parental disclaimer