



Sailability Enabling people with disabilities to experience the fun and freedom of sailing

## Rye Harbour Sailability (RHS) Terms and Conditions

### BOOKING TERMS

#### RISK STATEMENT

It must be recognised that sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the Sailing Event, you agree and acknowledge that:

- (i) You are aware of the inherent element of risk involved in the sport of sailing and you accept responsibility exposing yourself to such inherent risk whilst taking part in the Sailing Event;
- (ii) You will comply at all times with the instructions of the Sailing Organiser and/or skipper of the boat particularly with regard to instructions for boarding and leaving the boat and/or launching and recovery (as relevant), using the equipment on the boat and handling sails, wearing of buoyancy aids, lifejackets, helmets and the wearing of suitable clothing in particular footwear for the conditions;
- (iii) You accept responsibility for any injury, damage or loss to the extent caused by your own negligence;
- (iv) You will not participate in the Sailing event whilst your ability to take part is impaired by alcohol, drugs or whilst otherwise unfit to participate;
- (v) The provision of supervision by the Sailing Organiser is limited to such assistance, as can be practically provided in the circumstances.
- (vi) You are aware of any specific risks drawn to your attention by the event organiser.
- (vii) You understand that the Sailing event is intended to give participants a chance to experience sailing. You will be offered the chance to take part in the activities under the guidance of a representative of the Sailing Organiser who has been assessed by the organiser and Senior Instructor as competent and sufficiently experienced to supervise your experience.

These representatives may not be qualified instructors. The Sailing event is not intended to provide tuition or instruction.

The Organiser very much hopes that you will enjoy the Sailing Event and will be able to advise you on how to obtain tuition and instruction should you wish to take your experience to the next stage.

#### CANCELLATION

You understand that the Sailing Organiser may cancel or postpone the Sailing event at any stage in the event of bad weather, equipment failure or otherwise.

#### MISCONDUCT

You understand that the Sailing Organiser or the skipper of the vessel may exclude anyone who refuses to comply with these Terms and conditions or who misconducts themselves in any way or who causes damage or annoyance to other persons to leave the event/vessel at a suitable opportunity.

#### DATA PROTECTION

The information given by you on the booking form, membership form or Friends form, will be used by us to process your attendance at the Sailing or social Event. We would like to include your name and address on our mailing list. We shall not share your information with third parties

If **you want** to receive our newsletters and details of our promotions, you will need to tick the appropriate box on the respective forms.

#### PHOTOGRAPHY

We may take photographs and video footage of the Sailing or Social event for use by us in connection with the promotion of us and our activities. You will be asked to agree to this in writing.

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### Conditions of Membership

When you sign a membership application form you are agreeing;

1. To abide by the constitution of Rye Harbour Sailability (RHS).
2. To abide by all supplementary rules or instructions as issued where the applicant/dependent wishes to participate in an event organized by Rye Harbour Sailability (RHS).
3. All parents, carers and guardians will be responsible, at all times, for their dependents either on shore or on the water. Rye Harbour Sailability (RHS), including all member volunteers and staff, do not act "in loco parentis" or in any supervisory capacity.
4. All memberships are renewable on 1st April each year. Prices are effective from 1<sup>st</sup> April to 31<sup>st</sup> March