

# BRITISH INTERNATIONAL 420 CLASS ASSOCIATION



## 2017 420 OPEN EUROPEAN CHAMPIONSHIPS

### Sailor Participation Contract

#### 1. Status

We reserve the right to amend, supplement and/or discontinue at our absolute discretion, for whatever reason, any or all of our policies and procedures.

#### 2. Eligibility

In order to be eligible for a place in the British International 420 Class Association Team ("the Team") for the 2017 420 Open European Championships

- a. You are required to be a member of the British International 420 Class Association ("the Class") and the RYA.
- b. You must have been selected to be part of the team in accordance with the 2017 Selection Notice.

#### 3. Participation

- a. Participation in the Team is by invitation from the Class following selection in accordance with the 2017 Selection Notice. If you choose to accept the invitation you must sign and date the Class Participation Contract – Sailor Declaration and return it to the Class before your place on the Team is confirmed. A signed Class Participation Contract – Sailor Declaration needs to be received from both members of your Pairing (team).
- b. You are required to make commitments to the Class as set out in this Participation Contract.

#### 4. Communication

Upon confirmation by the Class of your place on the Team any subsequent information will be sent to you via email. This requires you to frequently review your email and ensure that we hold valid email addresses for you and your parents/guardians. There will also be a closed Facebook Group to facilitate communication between members of the team.

#### 5. Supervision

- a. On-the-water supervision at the event is ordinarily provided by the Team Coaches.
- b. Off-the-water supervision of the Team may be provided by the Team Coaches but is usually provided by the Team Management. The Team Management will be made up of a Team Manager, House Parents and any other officially nominated person /supervisor appointed to the role. House Parents are ordinarily parents or guardians of Team members who volunteer to undertake this role. Your parents (or guardians) may be asked to act as House Parents.
- c. **All sailors and their parents/guardians accept that, although the Team Management will endeavour to safeguard the welfare of the sailors whilst attending the event, due to the nature of the event, the Class and the appointed Team Management are unable to provide constant supervision of those sailors attending the Event / regatta.**
- d. You agree to comply with the instructions of the Class appointed Team Management and Team Coaches on and off the water particularly with regard to handling of boats, wearing of buoyancy aids, the wearing of suitable clothing for the conditions, and the behaviour expected of you.

- e. Prior to attending the event you and your parent/guardian will ordinarily be requested to complete a medical consent form giving details of any medical conditions, physical or mental impairments and any allergies to food or medication.
- d. You and your parent/guardian give permission to the Class appointed Team Management to administer you with, any treatment or medication that you bring with you for conditions made known to us in the medical consent form and also to administer over-the-counter analgesics and decongestants (save where you have told us that you are allergic to them) and to administer emergency first aid when or if necessary.
- e. If the need arises your parent/guardian authorises the Class appointed Team Management to take you to hospital and give full permission for any necessary treatment required, to be carried out in accordance with the hospital's diagnosis. Your parent/guardian shall be notified, as soon as possible of the hospital visit and any treatment given or proposed to be given by the hospital.

## **6. Pair (team) Splits**

Pairs are selected to be part of the Team on the basis of the performance of the Pair, not the performance of each individual within the boat. In the event that your partnership breaks up neither the helm nor the crew are entitled to retain their place in the Team and the Pair will forfeit their place in the Team. Under exceptional circumstances if either helm or crew have to withdraw after arriving at the Event venue or after racing has started at the Event, substitution of the helm or crew may be allowed subject to permission being granted by the Selectors and where necessary the event organisers..

## **7. Anti Doping**

- a. You acknowledge that your continued membership of the Team is conditional on you complying with the RYA Anti-Doping Rules which incorporate Regulation 21 – ISAF Anti-Doping Code. It is your responsibility to ensure such compliance and to ensure that any medication or substance taken by you in any form is not prohibited for use in the sport of sailing.
- b. You agree not to risk bringing yourself or the sport of sailing or the Class or the RYA and its sponsors into disrepute by (i) being involved in any criminal offence involving drugs; or (ii) accepting any assistance in your training or competition or having any other professional involvement with, any coach or other support personnel, who, in the reasonable opinion of the RYA has a poor anti-doping record.
- c. You will inform the Class and the RYA of any and all drug related offences in which you may be involved.

## **8. Conduct (Standards of Behaviour and Attitude)**

You and your parents/guardians recognise that as a member of the Team, your behaviour and attitude will reflect on the Team, the Class, the RYA, the event sponsors and the sport of sailing as a whole. Accordingly you and your parents/guardians agree to project a favourable and positive image of the sport and to demonstrate high personal standards of behaviour, good manners and sportsmanship at all times while participating in Team activities. In particular:

- a. You shall not do any act or thing which causes or might cause the Class, the RYA or yourself to be brought into disrepute;
- b. You shall comply at all times with the constitution of the Class and the RYA, including such codes of conduct/ethics as may be laid down or recognised by us from time to time;
- c. At the event, you must not leave the Sailing Club or the area of the Team accommodation without express permission of your Team Coaches or Team Management.
- d. You shall not use recreational drugs and/or smoke or drink alcohol during the event.
- e. You shall arrive by the scheduled time for all Team activities;
- f. You and your parents/guardians shall adopt appropriate standards of dress when representing sailing, the Class, the RYA and/or taking part in the event;
- g. You and your parents/guardians shall respect the facilities and environment, staff and personnel, involved in the facilitation of the event and agree to be bound by the rules and byelaws of the venue;
- h. You and your parents/guardians shall demonstrate consideration for individuals their safety and their property. Any bullying, harassment, or intimidation (including physical, verbal, written, sexual or racial) of any sailor, parent, coach or support personnel involved in the event or creating unnecessary disruption of any activity or the of any kind will not be tolerated and will always be dealt with severely.

Breaches of this Clause by either sailor or parent/guardian associated with a sailor will be handled by the Class in the manner set out in the RYA Racing Division Sailor Disciplinary Procedure.

In addition to any other right of termination or remedy granted to us under this Participation Contractor under the RYA Racing Division Sailor Disciplinary Procedure we may at our absolute discretion suspend or terminate this Participation Agreement and your membership of the Team at any time and with immediate written notice if you breach rule 69 of the Racing Rules of Sailing 2013 to 2016.

## **9. Suspension and Termination**

- a. Continued membership of the Team will normally be dependent upon:
  - i. Satisfactory performance.
  - ii. Conformance to the terms of this Participation Contract including in particular but without limitation the provisions relating to Conduct.
  - iii. Conformance with any other reasonable requests.
- b. Performance and conformance will be reviewed on a regular basis.
- c. Notwithstanding the above, we reserve the right at our absolute discretion to suspend or terminate your membership of the Team at any time and for any reason.

## **10. Team Logistic Arrangements and Financial Contribution**

All sailors must:-

- a. Comply with all travel and logistical arrangements specified by the Class.
- b. Comply with all accommodation arrangements specified by the Class.
- c. Agree to pay the required contribution to cover all costs associated with the event as notified by the Class in your Team Invitation. In the event that the amount collected is in excess of the actual expenditure, any excess will be refunded to the participants as soon as possible. All sailors and their parents/guardians agree that all contact with the organising authority for the event and the host venues shall be conducted solely by the Class.
- d. All sailors and their parents/guardians accept that the event is run on an accreditation basis and the Class cannot therefore directly influence the organisers over such issues as access to the regatta site.
- e. All sailors and their parents/guardians accept that, due to the nature of the way the event is organised and the Class' limited contact with the event organisers, the Class cannot guarantee that specific preferences requested by sailors and/or their parents/guardians will be honoured.
- f. All sailors and their parents/guardians accept that, although the Team Management will endeavour to safeguard the welfare of the sailors whilst attending the event, due to the nature of the event the Class and the appointed Team Management are unable to provide constant supervision of those sailors attending the Event/regatta.
- g. If a sailor or Pair withdraws after originally accepting a place in the Team, they will be liable to pay all costs that cannot reasonably be recovered either by refund from a supplier or by payments from a replacement Pair.

## **11. Insurance**

You are responsible for, and required to have, adequate third party insurance (of at least £3million) covering the boat (and trailer, where applicable) for use in both the UK and overseas. You must also have independent travel insurance as well as a European Health Insurance Card (EHIC).

## **12. Risk Statement**

You recognise that sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By participating in the Team you agree and acknowledge that:

- a. You are aware of the inherent element of risk involved in the sport and you accept responsibility for exposing yourself to such inherent risks whilst participating in the Team;
- b. You will comply at all times with the instructions of the Class appointed Team Management (as referred to in Clause 5 above)
- c. You accept responsibility for any injury, damage or loss to the extent cause by your own negligence;
- d. You will not participate in training or competitions whilst your ability to skipper or crew a dinghy is impaired by alcohol, drugs or whilst otherwise unfit to participate;

- e. The provision of patrol boat cover is limited to such assistance as can be practically provided in the circumstances.

### **13. Data Protection**

You acknowledge and agree that all personal information (including name, telephone number, addresses and "sensitive" personal information such as physical or mental health) provided by you or gathered by the Class whilst a member of the Team may be stored electronically or otherwise and will be used by us in dealing with you as a Team member. Any such processing will be conducted in accordance with current data protection legislation, guidelines and practices. We will not pass your personal details to third parties for marketing purposes.

### **14. Consent for Use of Images**

- a. Video and photographic images may be used as a coaching aid and published on remote coaching websites.
- b. You grant to the Class without payment the right in perpetuity to make, use and show any motion pictures, still pictures and live, taped or filmed television of or relating to the Team activity.
- c. You agree to notify the Class of any relevant changes in circumstances.
- d. You confirm that your child is not under a court order.

**NOTE: SIGNATURES ARE REQUIRED FROM BOTH THE SAILOR AND IF APPLICABLE HIS/HER PARENT/GUARDIAN**

### **Sailor Declaration**

#### **Participation Contract:**

By signing this Sailor Declaration, you (and your parents/guardian) agree:

- a) That you wish to become a member of the British International 420 Class Association's Team for the 2017 Open European Championships ("the event") and confirm that you meet the eligibility requirements set out in the Participation Contract;
- b) You have read the Team Invitation and the Participation Contract, you understand your entitlements and obligations and agree to abide by them;
- c) The medical information that you have supplied is correct and up-to-date;
- d) That you will undertake the event in accordance with this Participation Contract to the best of your ability;
- e) You are not under any contractual or other restriction, which might prevent or materially impede your full participation in the event;
- f) You and your parents/guardians acknowledge that committing any material breach of any of the obligations set out in the Participation Contract and any other materials for the event, your participation in the Team may be suspended and/or terminated and the Class may apply other sanctions as are considered appropriate in the circumstances; and
- g) You and your parents/guardians understand that you are invited to be part of the Team on the basis of the performance of the Pair in which you were selected and that you have read and understood the provisions of the Participation Contract with regard to Pair (team) Splits.

#### **Conduct**

You declare that you and your parents/guardians will project a favourable and positive image of the sport and demonstrate high personal standards of behaviour, good manners and sportsmanship at all times while participating in Class and RYA activities.

#### **Risk Statement:**

You declare that you have read and understood the Risk Statement in the Participation Contract

#### **Insurance**

You and your parents/guardians declare that during the event the boat you are using you will hold a valid and current certificate of third party insurance of at least £3 million.

<b>Signature of Sailor:</b>	<b>Date</b>
<b>Print name:</b>	

**Parent or Guardian Declaration (for under 19s)**

Under law, this helm/crew\* is my dependent, and I accept the terms of this Sailor Declaration.  
(\*Delete as applicable)

I declare that during the event the boat used by the Pair will have valid and current third party insurance of at least £3 million.

I confirm that my dependent is competent to take part.

I confirm that as is reasonably possible I am responsible for my dependent throughout the event and I will be contactable on the details given to the Class. I am aware that it is a parental responsibility to inform the Class if these details change.

**Consent for Use of Images**

I grant to the Class without payment the right in perpetuity to make, use and show any motion pictures, still pictures and live, taped or filmed television of or relating to the squad activity.

I agree to notify the Class of any relevant changes in my child's circumstances.

I confirm that my child is not under a court order.

<b>Signature of Parent/Guardian:</b>	<b>Date</b>
<b>Print name:</b>	

**Address:**

**E-mail:**

**Telephone Number:**

**Alternative Telephone Number:**

Please print, sign and return this form by post or a scanned copy to Linda Keers by Wednesday 19<sup>th</sup> April 2017.

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