



AYLESBURY SAILING CLUB

1. This document sets out the terms and conditions upon which Aylesbury Sailing Club offers training courses to participants seeking to obtain a Royal Yachting Association qualification and/or to learn the elements of sailing a small boat on inland waters. In this document Aylesbury Sailing Club is referred to as the “Club” and the participant as “You”. The term “Instructor” includes the Senior Instructor on the day and such other persons as may be instructing or assisting the Senior Instructor during any period of instruction.

2. 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 a course with the Club You agree and acknowledge that:
 - (i) You are aware of the inherent element of risk involved in the sport and You accept responsibility for exposing yourself to such inherent risk whilst taking part.

 - (ii) You will comply at all times with the instructions of the Instructor particularly with regard to handling of boats, wearing of buoyancy aids and the wearing of suitable clothing for the conditions.

 - (iii) You accept responsibility for any injury, damage or loss to the extent that it shall have been caused by your own negligence.

 - (iv) You will not participate in the course whilst your ability to participate is impaired by alcohol, drugs or whilst otherwise unfit to participate.

 - (v) The Senior Instructor of the day may exclude You from a particular session and evict You from the Club’s premises if You should refuse to comply with these Terms and Conditions or shall misconduct yourself in any way or shall cause damage or annoyance to other persons.

3. It is important that You understand the limits of the insurance cover maintained by the Club.
 - (i) The Club does not maintain any insurance to cover You against personal injury nor to cover any loss or damage to your personal property save as appears below in these conditions.

- (ii) Neither RYA Instructors, Senior Instructors nor the Club will accept responsibility for any loss, damage or injury suffered by You and/or your property arising out of or during the course of your activities whilst training unless such injury loss or damage was caused by, or resulted from negligence or a deliberate act on their part.
4. (i) If for any reason the Club shall cancel a course any payment You have made will be refunded unless alternative dates offered to You by the Club are acceptable to You.
- (ii) If You cancel a booking four weeks or more before the start date your payment will be refunded but subject to a deduction of £10.00 to cover administration costs. Alternatively, and if there is capacity, You may ask for your booking to be transferred to a later date at no extra cost.
- (iii) If You shall for any reason cancel your booking for a course within the four weeks prior to the start of the course the Club will endeavour to fill the place and, if successful, will refund the amount You have paid but subject to the deduction of the administration cost of £10.00. If the Club is not able to sell the cancelled place within seven days of the start date of the course then no refund will be made.
- (iv) Any request for a refund must be in writing (or e-mail) to the Club Treasurer.
- (vi) There is no entitlement to a refund once a course has commenced.
5. Should the weather conditions become unsuitable for some activities then it may be necessary to alter the planned programme to remain safe and interesting. In such cases, we will sign off as much of the course as possible in your logbook and will offer future dates for you to return to complete your course.
6. The Club may take photographs and video footage of those taking part in any part of the course to which these conditions apply and may use or store this media for coaching or promotional purposes. If you object to the use of these images please let us know in writing
7. You have (by your membership of the Club) consented to the holding of membership details by the Club as personal data for the purposes of the Data Protection Act 1998.
8. You, or if You are a Junior your Parent or Guardian on your behalf, accept these terms and conditions and confirm:~
- (i) You are water confident in light clothing and have no undisclosed medical conditions that might endanger me or others.

- (ii) You will inform the Senior Instructor on arrival of any change to the given medical information.
- (iii) You authorise the Club to approve emergency medical treatment should the need arise.
- (iv) You will follow the directions of the Instructors at all times and demonstrate a high regard for seamanship, safety and behaviour.
- (v) You understand that the Senior Instructor may exclude me if I am seen to be acting against the interests of the Club.