



Safety Policy

Saratoga Sailing Club, November 2023

DEFINITIONS AND INTERPRETATIONS

In this document:

SSC means Saratoga Sailing Club Inc.

Sailing activities means the activity of sailing, and includes all activities necessary or incidental to the activity of sailing, including participating in any regatta, race or training session; removing any vessel from or to the Clubhouse, rigging and launching any vessel; assisting in the organisation and conduct of sailing and driving or being conveyed in any of SSC's support vessels.

Including or any similar expression when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

1. RISK WARNING

1.1 This Risk Warning is issued by SSC, pursuant to the Civil Liability Act 2002, to all persons wishing to participate in sailing activities conducted by SSC.

1.2 Participants are warned that regardless of the precautions which might be taken by reasonable and experienced persons sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm and possibly death.

1.3 As an indication, these risks may include:

- (a) the extremes of weather and sea conditions;
- (b) the potential that control of vessels may be lost, resulting in collision with objects and other vessels;
- (c) the sudden movement of the vessel at any time, and the possibility that participants may fall or be thrown overboard, resulting in drowning;
- (d) the possibility that participants may be injured by equipment on the vessel;
- (e) the absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;
- (f) exposure to the elements for extended periods.

1.4 SSC also warns participants that regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to participate in any sailing activities conducted by SSC.

1.5 Participants are also advised that although SSC is covered by third party liability insurance, this cover does not extend to participants. Any participant who considers they have a need for

insurance must make their own private arrangements with an insurer. A personal accident insurance policy is available with subscription to membership of Australian Sailing. The obligation of members to carry insurance is dealt with in paragraph 3.2.

2. LIABILITY AND RELEASE

2.1 The attention of all participants in SSC sailing activities is drawn to:

- (a) the Risk Warning in paragraph 1 above;
- (b) The Racing Rules of Sailing 2021-2024, and in particular Part 1, Fundamental Rules, which at Rule 3 provides the responsibility for a boat's decision to participate in a race or continue racing is hers alone.

2.2 By participating in any sailing activities conducted by SSC, each participant acknowledges that he or she:

- (a) has read the Risk Warning in paragraph 1;
- (b) participates in sailing activities conducted by SSC entirely at his or her own risk and responsibility;
- (c) to the full extent permitted by law, releases SSC from all liability, including liability for negligence;
- (d) accepts that SSC is not responsible for the seaworthiness of any boat whose entry is accepted, or the adequacy of its equipment, but that SSC reserves the right to refuse any entry; and
- (e) indemnifies SSC for all claims arising from any act or omission of the participant.

2.3 All participants in sailing activities conducted by SSC acknowledge and agree:

- (a) that, to the extent it may be available, the provision of on water support to participants by SSC support vessels is a voluntary facility provided by SSC and operated by volunteers; and
- (b) that the exclusions from liability and releases provided in this document apply to and bind all members, visitors and guests in the event that any of them sustain any loss, damage or injury while being rescued, or seeking to be rescued, or while they are in need of being rescued.

3. INSURANCE

3.1 Participants in sailing activities are not covered by SSC insurance for:

- (a) loss or injury they may sustain while participating in sailing activities;
- (b) damage to persons or property suffered by third parties caused by the participant.

3.2 Any member of SSC who participates in sailing activities must maintain insurance from a reputable insurer for third party liability for an amount of not less than \$10,000,000.

4. USE OF SSC-OWNED BOATS AND SUPPORT VESSELS

4.1 Any person (including members, their guests, visitors, and members or guests of SSC) who uses (including as crew or passenger) any SSC-owned boat or support vessel (SSC Vessel) for any purpose (including racing, support for racing, sailing lessons, practice or leisure) agrees:

- (a) they do so at entirely at their own risk;
- (b) that SSC is an amateur sailing club run by volunteers, and SSC does not warrant the condition, repair or suitability for purpose of any SSC Vessel, or any of the equipment on any SSC Vessel, and it is the responsibility of the person using any SSC Vessel to satisfy themselves as to the adequacy of its condition before using it;
- (c) SSC does not accept any responsibility for any loss damage or injury which may be sustained by any person:
 - (i) as a result of the authorised (or unauthorised) use of any SSC Vessel;
 - (ii) caused directly or indirectly by the failure of any equipment on any SSC Vessel.
- (d) to the full extent permitted by law they release SSC and its office bearers and members from any liability including negligence for any loss damage or injury they may suffer however caused as a result of the use of any SSC Vessel;
- (e) to the extent that SSC has authorised the use of any SSC Vessel by that person, that authorization is given in consideration of the person giving the acknowledgements and releases in this paragraph 4.1 (c).

4.2 Driving Support Vessels and boating licence

- (a) No person under the age of 16 may drive any of the SSC support vessels.
- (b) Any person who drives an SSC support vessel shall do so with regard to the NSW laws and regulations in relation to general boating licences.

5. RISK OF BOATS AND EQUIPMENT STORED AT THE CLUB

- (a) Any person (including members) who stores a boat or other equipment in SSC agrees that as regards their boat and equipment:
 - (i) all risks concerning theft, loss or damage are borne by the person;
 - (ii) to the full extent permitted by law, the person releases SSC from any liability.

6. SSC ADDITIONALLY ADOPTS THE FOLLOWING SAFETY RULES

- (i) Members to follow the SSC Code of Conduct;
- (ii) Members should seek to minimise risks of injury to others, through their own actions or actions by others;
- (iii) First aid kit to be checked and maintained monthly through the season, or should any supplies be taken;

- (iv) AED to be kept accessible at all times;
- (v) Nominated safety person from management committee to be recorded on noticeboard;
- (vi) Dial emergency if any uncertainty about someone's health and well-being.
- (vii) All members responsible for boats being fit for conditions;
- (viii) Boat captains are to sign the sign-on sheet as acceptance of the risk on any specific day;
- (ix) All members to follow racing rules of sailing with respect to safety of themselves and others;
- (x) Members decide if they are comfortable going out and accept risks of doing so;
- (xi) Members will not persuade, cajole or otherwise influence other members to go out if they feel uncomfortable to do so;
- (xii) Failure to maintain responsibilities may result in disciplinary action including termination of membership, or referral to authorities;
- (xiii) Start/rescue boats maintain radio contact with shore channel 72 by qualified radio users first and non-qualified users in an emergency;
- (xiv) Channel 73 is to be used if Marine Rescue is required;
- (xv) Minimally start boat will act as rescue boat at all times and race may be abandoned if rescue is required;
- (xvi) In winds with gusts that are expected to exceed 15kn, a specific rescue boat will be deployed;
- (xvii) Manning rescue boats will be by qualified volunteer members with small boat licence on a rotating basis;
- (xviii) Members manning the rescue boat will not be a disadvantage to season racing results;
- (xix) If no suitable members are available or willing to man the rescue boat then the race shall be abandoned;
- (xx) No racing will occur in winds with gusts that exceed or are expected to exceed 22kn or boat limits, whichever is lower;
- (xxi) On water rescues prioritise people safety not boats;
- (xxii) Race Committee or Head Starter have the final say on whether racing will go ahead: Flotsam on water, poor visibility, thunderstorms in the vicinity, less than 3 boats going out, winds exceeding stated limits or other conditions considered dangerous may result in race being abandoned.

Adopted October 2023