



S·A·L·T·S·

SAIL AND LIFE TRAINING SOCIETY

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**S.A.L.T.S. DAY SAIL
DISCLOSURE OF RISKS
TRAINEES AGE 19 OR OVER**

Printed Name of Trainee: _____

“The trouble with adventures,” grumbles Tolkien’s hobbit, *“is that they make you late for dinner.”*
Adventures also involve risks that trainees should be aware of.

These three pages must be read and signed by the trainee and signed by a witness (an individual 19 years or older). **This form must be submitted to SALTS prior to boarding the vessel.**

DISCLOSURE OF RISKS: The sail training trip you are about to take will occur in the waters and shores of British Columbia, beginning and ending in Victoria. It is important that you understand the implications of travel aboard ship to remote locations and the risks of participating in a sail training program.

As a Trainee on a SALTS sail training vessel you will be involved in most aspects of sailing the ship while under the authority of the Master of the vessel and the professional and volunteer crew. Trainees will be organized into watches and assigned rotating duties: forward watch, stern watch, helm watch, radio watch and night watch.

Trainees must be physically agile and alert. The risks associated with sailing on a SALTS vessel include, but are not limited to:

- Accident or illness without easy access to medical facilities
- Moving about on slippery decks during erratic, heaving motions of the ship
- Special risks of bodily injury from the ship’s gear, running rigging, and spars which may be unique to our program, requiring a certain level of active involvement and alertness on the part of each trainee
- Navigating the ship’s eight-foot-high companionway ladders while the ship is in motion
- Launching and rowing dories involves the risk of fall to the boat, dock or ocean while climbing over the side of the ship to board or disembark the dory
- Climbing aloft in the rigging (masts range from 75 to 115 feet) and climbing out on the bowsprit expose you specifically to the risk of falling to the deck or falling into the ocean
- The specific risk of drowning or being exposed to hypothermia by falling overboard while the ship is at anchor or underway
- Risks and dangers that occur when exposed to the forces of nature including unpredictable weather and waves

SALTS seeks to provide the safest environment possible. Our ships receive an annual Certificate of Inspection from Transport Canada and crew-members receive First Aid training. Safety equipment such as PFD’s, safety lines, strobe lights, and climbing harnesses are used when deemed necessary by the crew. SALTS has been in operation since 1974, and although it has an excellent safety record, it is important that each Trainee understand the risks inherent in the Trip and voluntarily assume these risks.

Initial here to signify that you have read this Disclosure of Risks:



**S.A.L.T.S. DAY SAIL
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**
(the “Acknowledgement”)
FOR TRAINEES AGE 19 OR OVER

1.	Printed Name of Trainee:	
2.	Home Address:	
3.	Date of Birth:	
4.	Trip Location and Date:	Day Sail in the waters near Victoria, BC on the date specified in your day sail assignment confirmation.

To: Sail and Life Training Society and their directors, officers, members, employees, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as “SALTS”).

Definitions:

“**Trip**” means the trip as detailed in box 4 above.

“**Trip Activities**” shall include but is not limited to participating in a structured sail training program and those activities as set out in the Group Program Disclosure of Risks document, which has been provided to and initialled in acknowledgement by the Trainee.

“**Trainee**” is any person, including youth and adults but not including members of the Crew, on board specifically for the purpose of participating in a sail training program, including participation in the operation of the vessel to the best of their ability. Such a person is not considered a passenger.

IN CONSIDERATION OF SALTS permitting the Trainee to participate in the Trip and Trip Activities and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I voluntarily and knowingly sign this Acknowledgement.

Assumption of Risks

1. I acknowledge that I am voluntarily participating in the Trip and the Trip Activities. I understand that there are risks associated with participating in the Trip and the Trip Activities which could result in damage or loss to my own or other’s property, injury or death.
2. I understand that risks are inherent in the very nature of the Trip Activities and simply cannot be eliminated without jeopardizing the essential qualities of the Trip Activities. I am aware that the risks may include, but are not limited to, those risks listed in the Disclosure of Risks document.
3. I understand that although SALTS strives to provide a safe environment during the Trip, risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading any Trip Activities.
4. I understand that I have a personal responsibility to learn and follow rules and procedures established by the ship’s crew and to make them aware at any point in which I question my own knowledge of those procedures or my ability to participate in any of the Trip Activities.
5. I voluntarily **accept and fully assume** all such risks, dangers and the possibility of personal injury, death, property damage or loss resulting from participating in the Trip and the Trip Activities.

Initial here to signify that you have read and understood this page:

Release of Liability, Waiver of Claims and Indemnity Agreement

6. I hereby agree as follows:

- a. To waive any and all claims that I have or may in the future have against SALTS and to release SALTS from any and all liability for loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from my participation in the Trip and any Trip Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of SALTS;
- b. To indemnify and hold harmless SALTS from and against all claims, demands, actions and suits and all liabilities, losses, damages, costs, charges and other expenses of every nature and kind, for any damage to property of or personal injury to any third party, resulting from the my participation or presence on the Trip and any Trip Activities; and
- c. To hold harmless and indemnify SALTS from any and all non-scheduled or emergency expenses related to first aid or medical treatment and/or evacuation of the Trainee in the event of any accident, injury or illness. I acknowledge that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by SALTS.

General

7. I hereby agree as follows:

- a. This Acknowledgement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
- b. This Acknowledgement and any rights, duties and obligations as between the parties to this Acknowledgement shall be governed by the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia; and
- c. In signing this Acknowledgement I am not relying upon any oral or written representation or statements made by SALTS with respect to the safety of the Trip or Trip Activities other than what is set forth in this Acknowledgement.
- d. By signing this form, I authorize SALTS and SALTS’s donors, including the Dennis and Phyllis Washington Foundation, to use any photos taken of me during the voyage in organizational communication publications, website or other communications media.
- e. I agree to abide by the rules governing the conduct of the vessel. I realize that the Captain is the final authority on board and major infractions of the rules could result in my dismissal without compensation or refund.

Note to Trainee: By signing this document you are giving up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured while participating in a trip. Understand clearly that marine adventure activities have inherent risks.

TRAINEE PLEASE SIGN HERE:

Printed Name of Trainee: _____

Signature of Trainee: _____ Date: _____

WITNESS PLEASE SIGN HERE:

Printed Name of Witness: _____

Signature of Witness: _____ Date: _____