Camp Procedures, Legal Waiver & Liability Release

Hello Parents & Campers, in order to keep everyone safe this summer, the Marine Adventure Camp has developed updated guidelines and procedures for camp based on DOH recommendations and the club’s Official Covid-19 Policy. To request a copy of the club’s official policy, please email clubsteward@newportyachtclub.org. Please take a moment to read through this document, sign it, and return it prior to the start of camp. Please email a copy to samgallipeau@gmail.com, or bring a paper copy on the first day. By signing below you acknowledge and accept the following:

1: I have read and acknowledge the new 2020 camp procedures.
2: I have read and signed the legal waiver and release of liability.
3: I acknowledge that participation in camp may pose an increased health risk, and realize that participation is AT MY OWN RISK.

Signature: ___________________________ Date: __________

Procedures Outline

1. Groups, Drop-off, Pick-up & Sign-in/outs

2. Appropriate Gear & Conduct

3. Sanitizing & Disinfecting

4. What if a camper or instructor gets sick?

5. Legal Waiver & Release of Liability

Questions? Contact Program Director samgallipeau@gmail.com (401) 864 - 6693
Groups, Drop-off, Pick-up & Sign-in/outs

Each camp session will be subdivided into two separate and autonomous groups of ten to twelve campers accompanied by two instructors: red and blue. In order to facilitate social distancing and minimize congestion, there will be staggered drop-off and pick-up times. Prior to the start of each session you will be contacted to establish your group color and time. For example:

Red: 9:00AM - 3:00PM
Blue: 9:30AM - 3:30PM

This way, only half of the campers and parents will be in any one place at one time. Groups may see each other, but will be kept separate and may not mix.

The Program Director will keep sign-in and sign-out attendance electronically to limit cross contact with pens and sign-in/out sheets. There is no need for parents to come sign-in/out; a simple wave from the parking lot or walk to the steps is sufficient to encourage social distancing. That being said, please feel free to come see any of the instructors with questions or concerns during these times. Each morning, campers will have their temperatures taken and will be asked if they have had a fever or any cold or flu symptoms in the past 24 hours and must answer "no" to participate that day.

Nota Bene: If your child has cold or flu symptoms and/or a fever please call to let us know and do not come to camp. We are asking for this info daily to comply with DOH guidelines, but we would like to avoid any “yes” answers in person.

Camp is contingent on fair weather. Because rain and small-craft warnings will keep us indoors, thus making social distancing nearly impossible, we will issue delayed starts, half-days, and cancellations via the Remind app. https://www.remind.com

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Appropriate Gear & Conduct

Instructors and campers are required to wear masks or face coverings whenever inside the clubhouse, on the porch, or within 6 feet of others indoors. "Tubies" are stretchy, tubular neck and headwear that are breathable, fun, and provide sun protection. We will be providing each camper with one blue or red Newport Yacht Club Tubie per session that corresponds with his or her group's color. Additional Tubies will be available for sale.

As always, a USCG Approved Type-III Personal Flotation Device (PFD), closed-toe shoes, and a bag lunch are required. If you do not have a PFD they are available at Wal-Mart and West Marine for a reasonable price. We have had loaner life jackets available in the past but would like to limit shared equipment as much as possible. Loaners may be available for your child on a case by case basis. Sunscreen, bathing suit, towel, hat, and change of clothes are also highly recommended.

This year, more than ever, it is imperative that campers keep their hands to themselves. In order to ensure appropriate social distancing when possible, we will enforce a strict three-strike policy. Roughhousing, hitting, slapping, or touching of any kind will not be tolerated. If it occurs more than twice the child will be asked to go home for the day, and parents will be contacted to arrange for an early departure. Please help us keep your kids safe and remind them that we will not tolerate excess and unnecessary contact. We understand some contact may be unavoidable and it is not our intention to punish the well-meaning child, but we must curtail problematic physical behavior.

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Sanitizing & Disinfecting

Camp staff will follow the Newport Yacht Club’s official policy and cleaning protocol per DOH guidelines to ensure shared equipment and common surfaces are kept clean indoors and out. In support of, and in addition to this club-wide policy, we will take the following measures:

While direct sunlight and salt water are great natural sanitizers on boats (we get plenty of both during the day), they are not readily available inside. All bathrooms and common spaces will be wiped down throughout the day and all door handles, tables, etc. will be wiped down and cleaned regularly. At the end of each day, bathrooms and facilities will be deep-cleaned and thoroughly sanitized.

Red and blue groups must remain separate and use the same boats each session. Skippers and crew will use the same boat and equipment each day and stow sails and equipment in their boats. At the end of the day, staff from each group will sanitize all vessels used. Tillers, booms, gunwales, throttles, steering wheels, keys, seats, etc. will be wiped down in preparation for the next day.

Lots of hand washing is encouraged, and hand sanitizer will be available to campers throughout the day.

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What if a camper or instructor gets sick?

If anyone at the yacht club tests positive for Covid-19, be it a member, guest, staff, or camper, the yacht club will shut down for a day or so and follow the disinfecting and sanitization protocol in the club’s official policy per DOH guidelines.

While this eventuality is unlikely, we are prepared for this contingency. If a camper tests positive we will notify the other parents of children in the group and in the whole session, and allow each to determine if he wishes his or her child to continue attending. If an instructor gets sick we will determine on a case by case basis if that group the instructor was a part of needs to be cancelled. Unfortunately, if a camper becomes ill while in camp, we cannot issue refunds. Participation is at your own risk.
Legal Waiver & Release of Liability

For and in consideration of Newport Yacht Club (the “Organization”) allowing me, the undersigned, to participate in any capacity in a Organization sanctioned, licensed, or approved event or activity (“Event” or “Events”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the Organization.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

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C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.

D. RELEASE AND INDEMNITY: In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties and Event Organizers against and from any and all Liability imposed on, incurred by, or asserted against any Released Party or Event Organizer resulting from, arising out of, in connection with, or relating to my breach of this Agreement.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement.

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from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.
By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any Event.

Participant Signature: _______________________________ Date: _____________
Printed Name: _______________________________________________________

Parent/Legal Guardian Signature: _______________________________________
(Required if participant is under the age of 18)
Parent/Legal Guardian Printed Name: __________________ Date: ____________

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