



Massachusetts Bay League

Agreement for Participation of Individual High School Teams at Community Boating, Inc.

AGREEMENT entered into this _____ day of _____, _____
by and between the _____ school, hereinafter referred
to as the "Team(s)", and Community Boating Inc., a charitable corporation organized
under chapter 180 of the General Laws of Commonwealth of Massachusetts, with a usual
place of business at 21 David G. Mugar Way, Boston, MA 02114, hereinafter referred to
as "CBI".

WITNESSETH

WHEREAS, CBI has fleets of 420 and Cape Cod Mercury sailboats, and coaching
launches, and CBI is interested in developing and improving its public sailing and
boating program, and

WHEREAS, the Massachusetts Bay League, hereinafter referred to as the "MBL",
has a number of member sailing Teams, including the above mentioned, interested in
developing the sailing skills of their students,

WHEREAS, the MBL and CBI execute an annual contract stipulating their
mutual relationship ("Agreement for Participation of the Massachusetts Bay League at
Community Boating, Inc."), and

WHEREAS, the secondary school named above desires to use the facilities of
CBI under the auspices of the Massachusetts Bay League.

NOW, THEREFORE, in consideration of the mutual promises of the parties
contained herein and other good and valuable consideration, the parties agree as follows:

1. Term

This Agreement shall be for:

- a. the spring sailing season (April 1 through June 7), and/or
- b. the fall sailing season (September 1-October 31),
 - i. unless terminated sooner as hereinafter provided.

2. Eligibility

For the purposes of this eligibility, teams participating in season-long sailing
programs at CBI are defined to include any team sailing at CBI for more than
three days during the season, excluding MBL regattas and championships. All
Teams participating in season-long sailing programs at CBI must be:

- a. Coached by someone that holds a current US SAILING certification of
Level 1 Instructor or higher during the spring sailing season.
- b. Members of CBI in good standing.
- c. Members of the MBL in good standing.
- d. Exceptions to these eligibility requirements must be approved by the MBL
and CBI.

3. Boats and Equipment

- a. The boats and equipment to be provided by CBI to the MBL are specified in the "Agreement for Participation of the Massachusetts Bay League at Community Boating, Inc." All such boats and equipment are to be shared between the members of the MBL as determined by approval of a majority of the MBL members.
- b. All participants in high school sailing are responsible for the proper use of boats and equipment. If there is damage to boats or equipment resulting from gross negligence or recklessness, the team or teams of the responsible participants shall be financially responsible for the damage.
 - i. For teams that are members of Community Boating, Inc., the financial liability is limited to a maximum of \$500.
 - ii. For teams that are not members of Community Boating, Inc., the financial liability is limited to the full cost of repair or replacement, including labor.
 - iii. All teams that are not members of Community Boating, Inc. must sign a liability waiver, acknowledging their financial liability for damage resulting from gross negligence or recklessness, before participating in any activity.

4. Administrative and Safety Procedures

- a. Membership
 - i. All students of teams participating in season-long sailing programs at CBI must be members of CBI.
 - ii. Applications for membership must include payment of \$50 for each student each season. Completed Purchase Orders may be accepted at CBI's discretion.
 - iii. Teams participating in a season-long sailing program in the spring season must pay a Team fee of \$250. Teams participating in a season-long sailing program in the fall season must pay a Team fee of \$150. Completed Purchase Orders may be accepted at CBI's discretion.
 - iv. Each sailing season, CBI will require a Team roster listing all participating students on school letterhead, signed by the Team coach and a school administrator overseeing the activity, certifying and attesting that each student can swim 75 yards, and that the school has obtained parental permission and approval for each student to sail at CBI. Late additions to the Team roster must be listed on separate letterhead.
 - v. CBI will require no less than one (1) week to process Team and Student membership applications prior to a Team commencing activities at CBI. Completion of Team and Student membership applications may be completed in less time at the discretion of CBI's Office Director.

- vi. CBI will provide the coach of each Team with a complimentary Full Year membership at CBI.
- b. Environmental Conditions and Weather
 - i. Community Boating makes no guarantee that the Charles River water quality ever meets or exceeds federal standards for safe boating or swimming.
 - ii. All sailing at CBI is conditional based on the weather permitting. CBI may cancel sailing at any time due to safety concerns or inclement weather. CBI will determine weather cancellations as promptly as possible, and will attempt to notify teams when practical.
 - c. Swimming
 - i. All student participants on a Team must be able to swim 75 yards. It is the responsibility of the school and coach to ensure that students are tested and meet these requirements before being allowed to participate.
 - d. Lifejackets
 - i. All participants in the scholastic sailing program, students and coaches, must wear a properly secured U.S. Coast Guard approved Type III Personal Flotation Device (PFD) when on the water, rigging, launching, or unrigging boats. PFDs shall be worn outside of all clothing and foul weather gear, except for a thin T-shirt which may be worn over a PFD to prevent snagging of lines or equipment.
 - e. CBI Rules and Procedures
 - i. It is the responsibility of each coach to ensure that their Team adheres to all rules and procedures of CBI. Teams or Team members that violate CBI rules and procedures are subject to disciplinary action by the MBL and/or CBI, including revocation of sailing privileges.
 - f. Team Size Limit
 - i. On any given day, Teams with one coach may not have more than 16 students at CBI. While the size of the Team may be greater than 16, at the discretion of the school, coach, and the MBL, no more than 16 students may participate at CBI at a time.
 - ii. On any given day, Teams with two coaches may have more than 16 students but not have more than 24 students at CBI at a time, provided that both coaches have a current US SAILING Level 1 Instructor certification or higher and both coaches are present when more than 16 students are at CBI.

- g. Supervision of Teams
 - i. A sailing Team's coach must be present on CBI premises prior to assigning, rigging, or sailing of any boats at CBI. A sailing Team's coach must remain on premises until all their students have returned from sailing, unrigged, and departed CBI.
- h. League Coordinator
 - i. Prior to any students leaving the dock, a duly employed or assigned League Coordinator must be on duty at CBI. It is the responsibility of the MBL to either hire or assign the League Coordinator.
 - ii. The responsibilities and duties of the League Coordinator are more fully specified in the "Agreement for Participation of the Massachusetts Bay League at Community Boating, Inc.". These responsibilities and duties include the authority to direct, monitor, and supervise the coaches and members of Team(s) in a manner consistent with policies and procedures of both MBL and CBI.

5. Seasons and Coaching Certification

a. Seasons

- i. The fall season runs on weekdays from 2:00 to 5:30 PM from September 1st through October 31st. The fall sailing season is designated for instructional and recreational sailing where participation is focused on the development of beginner to intermediate skills, not competition.
- ii. The spring season runs on weekdays from 2:00 to 5:30 PM and Saturdays from 9:00 AM to 1:00 PM from April 1st through June 7th. The spring sailing season is reserved for Teams seeking competition and focusing on higher level racing skills. The Saturday sessions are limited to no more than three teams using the fleet of 420's.

b. Coaching Certification

- i. Coaches of Teams competing in the spring season must have a US SAILING certification of Level I Instructor or higher, in order for their Teams to participate in the spring competitive season.
- ii. Coaches of Teams sailing in the fall season are not required to hold a US SAILING certification of Level 1 Instructor or higher.

6. Coaching Responsibilities

a. Safety

- i. It is the foremost responsibility of coaches to maintain the highest degree of safety. To those ends coaches must always weigh their own and their student's abilities, and take full responsibility for their decisions and actions as coach, especially in deciding whether or not to sail and assigning qualified sailors to sail the boats.

- b. Orientations
 - i. Each season, teams must attend an orientation session before they can go out on the water. This orientation will be done by CBI staff or by individually approved coaches using instructional material provided by CBI.
- c. Instruction and Evaluation
 - i. Coaches, who hold a current US SAILING certification of Level 1 Instructor or higher, are responsible for all instruction and evaluation of their students as defined by CBI's standards. Coaches who are unaware of CBI's standards must obtain the permission of the Program Director before awarding any ratings.
 - ii. Coaches without US SAILING certification must defer sailing instruction and evaluation to the staff of CBI.
- d. Reporting Testing and Ratings
 - i. Coaches must provide CBI with written reports regarding the testing and evaluation of all their students so CBI can maintain their database.
- e. Boat Sign-out
 - i. Coaches must provide boat sign-out sheets daily, present them to the League Coordinator, and receive the approval of the League Coordinator prior to going out on the water.
- f. Launch Check-out
 - i. Prior to using any CBI powerboat, coaches must obtain training and a check-out on the care and use of CBI launches.
- g. Reporting Accidents, Incidents, Damage, and Capsize
 - i. Coaches must report all incidents, accidents, damage, capsizes, collisions, injuries, breakdowns, or damage to boats, equipment and sails to the League Coordinator and CBI.
- h. Environmental Conditions
 - i. It is the coach's decision whether to sail in existing wind, weather, and water quality conditions (within the restrictions set by CBI). Coaches are best suited to assess their student's abilities given the prevailing conditions and must base their decisions on safety as the foremost consideration.

7. Indemnity.

- a. Except as provided in subsection 7(b), the Team agrees to indemnify and hold harmless CBI and its officers, employees and agents against all damages, losses, costs, claims and demands (including attorney's fees and expenses) arising out of the Team's use of CBI's facilities and equipment and any other matters arising under this Agreement.
- b. In the circumstances of capsized, man-overboard or other rescue operations by CBI the foregoing indemnity shall be absolute. In all other circumstances, the indemnity set forth in subsection 7(a) shall not apply to the extent damages, losses, costs, claims and demands are caused by the

gross negligence or willful misconduct of CBI, its officers, employees or agents.

- c. The Team, at its own expense, shall be responsible for liability and/or other insurance coverage and must provide proof of such insurance prior to the commencement of sailing for the season.

8. Termination.

- a. This Agreement may be terminated at any time by CBI or the Team for cause, effective upon giving written notice thereof.
- b. If any of the terms and provisions of this Agreement are violated, then this Agreement shall be subject to immediate termination by revocation by CBI.

Coach Signature

Date

School Administrator Signature

Date

Community Boating, Inc.

Date