

# **Bucks County Dragon Boat Association** **Waiver**

## **RELEASE AND WAIVER OF LIABILITY**

IN CONSIDERATION of being given the opportunity to be a member of the Bucks County Dragon Boat Association ("BCDBA"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, AGREE, AND REPRESENT that I understand that the primary nature of the activities in which members of BCDBA are engaged, including paddling both on water and on land (individually an "Activity" and collectively, the "Activities"), require strenuous physical exercise and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I will notify the appropriate coach, supervisor, officer, director, or agent if I have, or if I develop, any physical problems or health conditions that may affect my ability to participate in the Activities without posing a danger to my health or safety or the health or safety of others.

FULLY UNDERSTAND that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or the negligence of the Releasees named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL RESPONSIBILITY for losses, costs, and damages I incur as a result of my participation in the Activities.

AGREE AND WARRANT that I will examine each Activity in which I participate, and that if I observe any condition which I consider to be unreasonably risky or dangerous, I will notify the proper authority and not take part in the Activity until the condition has been corrected to my satisfaction.

HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BCDBA, its administrators, officers, directors, agents, coaches, volunteers, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (all of which are hereinafter referred to as "Releasees") from any and all liability to undersigned, his or her heirs and next of kin, for any and all claims,

demands, losses, or damages on my account, caused or alleged to be caused, in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I agree that if any portion of this agreement is determined to be invalid, all other parts shall continue in full force and effect.

### **PERMISSION TO USE PICTURES & E-MAIL ADDRESS**

As a member of the Bucks County Dragon Boat Association (hereinafter "BCDBA"), I recognize that dealings with the media and/or press, including but not limited to a press release, require prior written consent of an authorized Executive member of the BCDBA Board of Directors. Further, I give the BCDBA the absolute right and permission to publish, copyright and use pictures of me in which I may be included in whole or in part, composite or retouched in character or form, in conjunction with or without my name. I hereby also give BCDBA permission to release my email address to fellow BCDBA members, for purposes of team communications and BCDBA business. Failure to release my e-mail address may limit my ability to participate on a dragon boat team, because email is the primary method of communication among BCDBA members.

# **Bucks County Dragon Boat Association** **Membership Agreement**

Bucks County Dragon Boat Association (BCDBA) is a non-profit, 501(c)(3) organization. We are a diverse group of paddlers who enjoy the sport of dragon boat racing, encourage awareness of the area's waterways through recreational and competitive programs and to foster physical fitness, camaraderie and leadership. BCDBA is committed to fairness, equity and good sportsmanship in dragon boat racing.

By paying my registration fee, I am agreeing to and will abide by the membership terms and conditions of Bucks County Dragon Boat Association.

## **I. Financial Obligations**

### **A. Membership Fees**

I understand that membership fees must be paid by the established due date(s). I understand that if I have not paid my membership fees when due, my seat will be forfeited regardless of any deposit(s) already made. The membership period is defined as the time of initial deposit to the last scheduled race of the season. Membership fees are non-refundable and deposits to hold your seat for the upcoming season are also non-refundable.

### **B. Donations**

Bucks County Dragon Boat Association is registered with the Internal Revenue Service as a 501(c)(3) organization. This organization is non-profit and can accept donations. Your membership fee is not a donation, however, any amount above and separate from the membership fee will be recognized a tax-deductible donation. BCDBA accepts and welcomes donations.

## **II. Cleared for Exercise**

I understand and am aware that strength, flexibility, aerobic and anaerobic exercise is a potentially hazardous activity.

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate with Bucks County Dragon Boat Association. I understand that under my right to privacy, I do not have to state my health condition to the organization, either physical or behavioral. However, if it is in my best interest to share my health information, I will contact my coach. All information provided will be kept confidential and will not be disclosed outside of the coaching staff.

### **III. Volunteering**

I understand that Bucks County Dragon Boat Association relies on volunteering from its members. I understand and agree that my membership includes volunteering for events such as:

- Bucks County Dragon Boat Festival preparation, set up and break down
- Bucks County Dragon Boat Festival team training
- Seasonal preparations for boat maintenance, winterizing, dock maintenance, plus upkeep of the BCDBA boathouse, dock area and boats
- Covering and uncovering boats before and after practice
- Bailing out boats after a rainstorm
- Equipment repair
- Equipment storage
- Boathouse cleaning
- Moving boats to their winter home
- Set up and break down of all BCDBA team tents/team areas at all dragon boat festivals
- Other events sponsored and/or supported by BCDBA

BCDBA strongly encourages volunteering as the organization depends on volunteering to ensure fairness within the organization and to make sure the same individuals don't end up doing these tasks. BCDBA understands that each member has their own personal demands and obligations but the status of a non-profit organization depends on volunteer hours. I agree and understand the importance of volunteering my time and will do my best to help out.

### **IV. Code of Conduct**

Bucks County Dragon Boat Association is committed to a supportive and courteous environment where paddlers have the opportunity to reach their fullest potential. Each member is expected to do their part to create a respectful culture that is free of cliques, gossip, complaining, negativity, harassment, intimidation, bias, bullying and discrimination.

#### **A. Respect of Paddlers within BCDBA, Coaches and Leadership**

I understand that as a member of BCDBA, I will do the right thing by following the law, following the rules of boating safety, acting responsibly, honorably and treating each member of BCDBA with respect. I will remember that I am an ambassador for my sport, my team and for Bucks County Dragon Boat Association. I will treat my coach, team

captain(s) and those in a position of leadership with respect and understand that failure to do so may result in permanent termination from the organization.

### **B. Respect of neighbors at dock locations**

I understand and agree that I must be respectful of the neighbors at our dock locations at all times. I understand that I must be quiet for the early hour practices when residents may still be sleeping.

### **C. Misconduct**

I understand that misconduct will not be tolerated and that I may have to account for my words and actions to the Board of Directors. Misconduct is defined as unacceptable or improper behavior. I understand that the Board of Directors reviews misconduct reports on a case by case basis and sets any disciplinary actions which may include permanent termination from Bucks County Dragon Boat Association.

### **D. Bullying**

Bullying is a form of repeated, persistent, and aggressive behavior directed at an individual that is intended to cause fear, distress, isolation, and/or harm to another person's body, feelings, self-esteem, or reputation. Bullying occurs in a context where there is a real or perceived power imbalance.

Bullying can occur between people at any age and can be:

- Physical (i.e. shoving, hitting, kicking, stealing, property damage)
- Verbal (i.e. name calling, insults, put-downs, teasing, intimidation, threats)
- Social (i.e. gossiping, rumors, public embarrassment, purposely leaving an individual out of a group or activity)
- Cyber-bullying (i.e. email, text messages, posting embarrassing photos & videos, social media such as Facebook, Twitter and IM)

I agree that I am to not take part in or support any type of bullying and further understand that BCDBA will not tolerate these behaviors. I understand that disciplinary action will be the result of bullying, including termination from the organization.

### **E Anti-Harassment**

BCDBA is committed, in all areas, to provide a safe environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. Harassment is defined as the act of systematic and/or continued unwanted and annoying actions of one party or a group, including threats and demands. BCDBA members are expected and required to abide by this policy, regardless of whether the alleged wrongdoer is a paid member. Harassment includes conduct, gestures or

comments which are insulting, hurtful, intimidating, humiliating, malicious, degrading or otherwise offensive to an individual. No person will be adversely affected as a result of bringing complaints of unlawful harassment. Any form of retaliation against anyone who has complained of or formally reported discrimination, harassment, or sexual assault, or has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates both this policy and applicable law.

BCDBA expects its coaches and board of directors to serve as models of appropriate conduct for all BCDBA members and will hold them to a higher standard of accountability. Coaches and Board of Directors must not only refrain from actions that violate this policy but also refrain from any activity that would give the appearance of impropriety.

#### **F. Former members that are not in good standing with BCDBA**

Former members that are not in good standing with BCDBA or who have been previously terminated are not permitted to be at BCDBA's boathouse, on our docks, and are not permitted to use our equipment including paddles, PFD's and boats. Furthermore, they are not permitted to attend BCDBA sanctioned events.

#### **G. Outside communication**

I understand that BCDBA's policy is to be careful about disclosing organizational information and never to disclose any confidential information without authorization. I understand that I am not to discuss BCDBA with the press unless I have been authorized to do so by BCDBA leadership.

#### **H. Communications from Members of BCDBA**

I understand and agree that I have an obligation to review BCDBA and individual team communications regularly (emails, text messages) and respond immediately, if possible. I realize that should I fail to respond or respond in a timely manner that I may miss important team information or miss opportunities to participate in events. I understand that it is my personal responsibility to ensure that BCDBA has my valid email address and telephone number(s) and emergency contact information.

#### **I. Grievance Process**

I understand that if there is a grievance, I will first contact my coach and/or captain(s), not my teammates, to get a resolution. I understand and agree that I must follow proper protocol which includes this process:

- Contact team captain(s) if issue can be resolved easily
- Contact coach immediately if complex issue and/or problem in person or by telephone

- If issue cannot be resolved by the coach, contact the Board of Directors at [bcdbaboard@gmail.com](mailto:bcdbaboard@gmail.com)

I understand and agree that if I have a grievance, I will properly follow BCDBA's protocol and will not include my teammates in discussions regarding the grievance. I further understand and agree that text messages are not considered proper ways of communication and will not be accepted.

### **J. BCDBA Social Events**

At various times, BCDBA or individual members may suggest and plan social events where all members are invited. These events may include happy hours, dinners, outdoor activities, or after-practice team building. Any and all BCDBA members in good standing can participate in and be welcomed to these events.

## **V. Practices**

### **A. Practice and Race Day Preparedness**

I certify that I will be properly prepared for all practices and races. This includes bringing my own drinking water to every practice and extra water in cases of extreme heat. In addition, I will wear appropriate attire for heat or for cold as weather dictates. I understand that the coach or team captain(s) can and will refuse my participation in a practice or race if I am not adequately prepared.

### **B. Lateness**

I agree and understand that attending practices requires that I sign up in advance and appear at the appointed time. I understand that I am to sign up for practices and races well enough in advance for my coach or team captain(s) to configure the boat seating. In the event that I will be late for a practice, I understand that the boat may not wait for me nor return to pick me up. In the event I know in advance that I will be too late or cannot attend a practice I am already signed up for, I must cancel my planned attendance at least a day in advance, or in case of an emergency, as soon as possible.

### **C. Practice Arrival, Warm-Up and Loading the Boat**

I agree and understand that I am to arrive at least 15 minutes prior to practice. I agree and understand that for my own safety, I am to attend and participate in a warm-up prior to practice. I will be respectful and quiet for the coach and captain(s), particularly when boat seating and important practice instructions are being announced. I

understand that I am to gather my equipment efficiently and quickly take my seat on the boat.

#### **D. Courtesy during practice**

I agree and understand that for my own safety as well as to be respectful of my fellow paddlers, when on the water, I need to be quiet and focused in the boat. I need to listen for the coach's instructions and commands as well as those of the Steersperson. During a practice, I understand if paddlers are talking simultaneously when the coach or Steersperson is giving commands or instructions, not only does the talker miss the commands but so do my teammates.

#### **E. Beginner Practices-Lightning Teams**

I understand that as a beginner, I need to start in the Lightning beginner practices. The Lightning team coaches will assess my ability and recommend when I can move up to the next level team. I further understand that the advanced level practices require the approval of the coach before I can paddle in an advanced practice.

#### **F. Race Day Waiver**

I agree and understand that I must be a member of BCDBA in good standing when signing up for a race. I agree and understand that I must complete a race waiver for every race I enter and follow the requirements specified.

#### **G. Race Day Participation**

Race day is an all-day event and I understand that when I sign up for a race, I am to stay the entire race day. Unless in the event of an emergency, I understand and agree that when I commit to race day, I am committing to the entire day and I am to stay until the racing has been completed. Race day begins with arriving early to help set up the team tents/team areas and the ending of the day is defined as staying for the Award Ceremony and helping to break down the tent and team areas. I understand that I am to stay afterwards to help make sure our team areas are clean and orderly.

#### **H. Race day uniform**

I understand that BCDBA has a uniform for race day and I agree to wear it properly. BCDBA uniform consists of:

- Royal blue BCDBA racing jersey
- Royal blue Coast Guard Approved PFD
- Black pants or shorts
- Correct paddling footwear



- Coach approved Headwear

I understand and agree that as a new member, one (1) BCDBA racing jersey will be given to me free of charge. As a returning member, I understand that I can purchase another jersey, if needed, at an additional cost. All BCDBA members are required to purchase their own royal blue, Coast Guard approved PFD if they do not already have one.

### **I. Race Day Seating**

I agree and understand that paying my race fee does not guarantee me a seat during every heat of a race. Furthermore, I understand that the coach is focused on the overall performance of the boat and he/she has the authority to sit me out of a race heat or change my seating. I agree and understand that if the coach feels that I am not race-ready, despite my race fees already being paid, I can be asked to sit out of a race.

### **J. Level of Achievement to Race**

I agree and understand that in signing up for a race I may be asked to meet specific requirements in order to achieve a seat on a race boat. These requirements may include: attending a specific number of practices, weighing in, meeting standards of endurance, KayakPro Erg testing, or other forms of ability. If I have concerns about the requirements, I understand that I am to speak directly to my coach, not my teammates, as soon as possible to discuss my concerns.

### **K. Race Day Attendance**

I agree and understand that on race day, I will arrive early to the race site and will not be late. I will check in with my team captain(s) and/or coach at the allotted time and understand that if I am not there at check-in, there may be consequences to me not being present. Should I be detained or unable to attend, I understand that I am to contact my coach and captain(s) immediately.

### **L. Race Day Set Up/Breakdown**

I understand that when I am signed up to race, I am to share in the set up and breakdown of team tents and team area. I understand that at local races, I may be asked to volunteer my time to aid in setting up team tents and team areas the day or evening before.

### **M. Race Day Transportation and Overnight Stay (if applicable)**

I understand that I am responsible for my own race day transportation unless otherwise specified. (i.e. bus rental) I further understand that I am responsible for securing my own lodging for non-local races.

**N. Equipment**

With the exception of our Lightning Beginner teams, I understand that I must purchase my own PFD and paddle. Depending on my team, I will have to have either a wood paddle or a carbon fiber paddle for practices and races. I understand that is my responsibility to purchase these items.

**O. Borrowing Equipment from BCDBA**

I understand and agree that I cannot borrow BCDBA's equipment including paddles or PFD's unless I have specific permission in advance and may be required to provide collateral. I understand that collateral may be defined as submitting my drivers license for the day or longer, or to provide a monetary deposit to be refunded if/when the equipment is returned in satisfactory condition.

**P. Equipment Stewardship**

I understand and agree that as a member of BCDBA, I am also caretaker of the boats, equipment, dock and boathouse. As a member, I am ensuring the safe-keeping of these items and areas and supporting BCDBA to maintain and care of boats and equipment.

**Q. Private Use of the Dragon Boat(s)**

I understand and agree that all of the dragon boats are the property of BCDBA and are not available for members' private usage. I agree and understand that the safety of paddlers is of great importance to BCDBA and that private use of the boats or paddling alone creates safety concerns.

**R. Resignation from BCDBA**

BCDBA understands that we all experience life changes which may lead a member to leave the club. Should you need to resign from BCDBA for any reason, please notify your coach immediately.