

Guidelines for Participation

Last Updated: 8/1/09

Windsong Sailing Academy is proud to provide a series of excellent and affordably priced programs for your pleasure and convenience. Our customers expect and deserve a professional infrastructure and policies to ensure their safety and respect for their time and investment in this recreation. It is important that each customer understand and agree to certain terms of business operation designed to ensure ease and predictable responsibilities and representations of all parties.

For this reason these "Guidelines for Participation" are presented in 3 sections;

- 1) GENERAL
- 2) OUTINGS
- 3) GROUND SCHOOL CLASSES

1) GENERAL

a) REGISTRATION:

Pre-registration is required for all classes. Walk-up participation, although welcomed when space exists, is neither recommended nor our standard business practice. Pre-registration enables our staff to ensure that our programs are appropriate and adequate for your experience and goals. Our programs are affordably priced and extremely popular. We strongly recommend that you register weeks or months in advance to avoid excessive wait times for available seats. Many students choose monthly participation in our programs and reserve periodic class dates throughout the year far in advance.

b) REGISTRATION ADMISSION RECEIPTS:

Upon proper registration and acceptance into one of our programs, **each student is responsible to monitor and maintain a list of his/her own registered classes, dates, times and locations.** Each student is responsible for arriving at the proper place on the proper date and time for their registered class. Reservations and proper attendance are the responsibility of each student and **Windsong is not required to provide reminders.** Several days prior to each class an Admission Receipt will be emailed to the web email address that each student provided during initial registration. An Admission Receipt is required proof of registration for participation in any class. Each student should **reply to this email** so that we will know that it was properly received. **Students will not be permitted to join any class without an Admission Receipt** so it is imperative that each ensure that we have on file their current and correct email address. Students utilizing anti spam software are responsible for ensuring that Windsong emails are not blocked to permit receipt of their Admission Receipts. Students must print and bring their Admission Receipt with them as proof of registration and payment as well as understanding and acceptance of these "Guidelines For Participation".

c) DIRECTIONS:

The Admission Receipt will specify the location of each class. Students who have never participated in a class at that location before or are unclear about the directions, should print out the "Driving Directions" from our Web site and be sure to bring them along for reference! Do not obtain directions from any other mapping service. Use only our directions! **Students who become lost or miss their class are still responsible for the cost of their reservation.** The possibility of I-85/I-985/Ga 400 road construction and other traffic delays is high. Plan accordingly not to be late!

d) INCOMPLETE CLASS REGISTRATIONS:

We reserve the right to cancel any classes that are not fully booked to planned capacity. Any prepayments will be fully refunded or rolled to another class date/time per your preference.

e) FINANCIAL OBLIGATION:

Students That Do Not Show Up For Class, Remain Responsible For The Cost of Their Reservation. When prepayment has not been made for missed classes, payments must be received by our business office within 3 days of the missed class to avoid late penalties of \$50.

f) NOTIFICATION OF DELAYS:

Students experiencing delays or aware of their sudden inability to keep their reserved appointment, contact our Reservation Center immediately at 770-931-9151 so the class instructor can be notified. If we are unable to answer the call directly, leave a message. All messages are immediately forwarded to someone who is on call at all times. If necessary, student calls will be returned shortly, BUT ANY MESSAGES MUST INCLUDE A NUMBER where the call can be returned.

g) SMOKING:

For your safety and the safety of others, smoking is not permitted on, around or nearby classrooms or our boats. We appreciate your cooperation and respect of our staff and other customers.

h) PHOTOGRAPHIC RECORDING:

Students acknowledge and authorize that any photos, audio or video taken during outings may be used to promote Windsong and the sport of sailing.

2) SAILING OUTINGS

a) PROPER SAILING ATTIRE:

Instructional outings are conducted in warm, cool, rain or shine conditions. Students must bring proper attire for the forecasted weather temperatures and conditions. Each student is responsible for checking local weather conditions and dressing appropriately. Students unable to participate in their outing due to inappropriate attire will still be responsible for the cost of their reservation.

Students must bring/wear attire appropriate for the season and conditions and bring warmer/cooler options. Although the boats are basically dry, the potential for getting wet from splashing waves or occasional rain showers is a possibility.

Students should always bring proper rain gear. A spare change of clothes would be prudent.

b) GEAR:

All personal items should be stowed at all times within each Student's personal zippered sailing bag. Windsong is not responsible for any Student's personal items whether stowed in general areas about the vessel or within a Student's personal zippered sailing bag. Car keys, Cell Phones, Wallets and Cameras should be removed and stowed as these items WILL fall out overboard. Sunscreen is highly recommended; however, it should be applied 1-hr prior to arrival and should never be applied while on the boats or immediately prior to boarding. The lotion must have sufficient time for absorption to provide protection from the sun as well as to minimize staining aboard the vessels. All hats and glasses should be tethered via a strap or other secure means.

We assume no responsibility for articles that become lost or damaged while boarding/debarking or while aboard the vessels.

The following items are suggested for comfort and safety:

- Zippered Sailing Bag
- Non Skid Closed Toe Shoes
- Rain Gear
- Sailing Gloves
- Hat with Visor
- Warm-up Suit (Just in case)
- Tethers For Hats/Glasses

As a reminder, the following are **not permitted** aboard the vessels:

- Unpaid Guests
- Beverages
- Jeans with Riveted Pockets
- Open Toe Sandals
- Black Sole Shoes or Dirty Yard Shoes that leave scuff marks
- Dresses

c) BOARDING:

Although students should plan to arrive at the lake 15 to 20 minutes prior to their class time to ensure prompt arrival, **boarding will not be permitted until the stated time the actual class begins.** This is to permit proper vessel preparation/inspection and personal time for the staff as required between outings.

We understand that many of our customers drive from great distances and choose to arrive early to ensure their prompt arrival and participation in the class at the appointed time. Both sailing facilities offer nearby dockside dining for refreshments and snacks or meals for those who arrive early. We suggest that students utilize this spare time for reading, review or mental preparation prior to the outing.

Students should not arrive late as instruction begins immediately at the appointed time. Departure will occur as soon as orientation and safety issues have been addressed by the instructor. Late arrivals interrupt the sequence of instruction, crew assignments, and show disrespect to the other customers.

d) BOAT SUBSTITUTIONS:

We reserve the right to make boat assignment changes as may be required to achieve efficiency or meet minimum enrollment guidelines.

e) DENIAL OF BOARDING:

Windsong reserves the right to deny boarding of any student not in compliance with the Guidelines for Participation. Denial of boarding based upon violations of the Guidelines for Participation will not relieve the student from financial responsibility for their reservation.

When booking reservations, students attest to the fact that their intention and participation complies with our "Guidelines for Participation" and any misrepresentation by a student does not relieve the student from financial responsibility for their reservation.

f) JUMP SEATS:

Some of our boats and certain outings offer "jump seats" to anyone accompanying a full paying student during an "Instructional Outing". Jump seat reservations are available on a first requested, first assigned basis and are FREE for the first trip and only HALF PRICE thereafter. A Jump Seat is an aft seating area for an accompanying guest. The guest experiences sailing but is not required nor permitted to participate in the instruction or crew positions and rotations. The arrangement is ideal for friends, spouses, children (over 12) or others who'd enjoy spending the time on the lake accompanying a student. A Jump Seat is only applicable to "Instructional Outings" and not Sunset Cruise or other "Recreation" outings.

g) WEATHER:

Windsong reserves the right to reschedule or cancel outings because of severe weather conditions deemed to be unsafe, extreme or dangerous to the vessels or students; however, we attempt to sail in most all conditions to provide a more complete exposure for students to the drills, procedures, and perils of severe weather sailing.

In the event of class cancellations by Windsong because of forecasted weather, we will notify all participants no later than 9 pm the evening before the class. Be aware that reliable weather related determinations are difficult to make far in advance. For this reason, the possibility always exists for cancellations or delays dockside prior to departure in extreme and unexpected weather cases. Refunds from weather cancellations will be prorated on the basis of time during which instruction was conducted.

A return to the docks does not imply the end of instruction, since stowing of the boats as well as safe viewing and discussion of the various weather systems observed dockside are valuable discussions and instruction. The safety of our students, staff and boats are primary; however, as weather presents realistic conditions that we must knowledgeably undertake and be prepared to encounter, such instruction is included when practicable in our curriculum on the water.

h) PAYMENTS:

Payment is not due until boarding; however, please come prepared with checks made out in advance or exact change. **Credit or Debit cards payments may be used ONLY if processed with our office 4 days prior to the date of the class.** Credit card payments CAN NOT be made at the boats; only 4 days in advance through our office!

i) ALCOHOL:

This activity has inherent risks, and students assume responsibility to act prudently in preparation for and during outings. Because of insurance restrictions, alcohol is neither served nor permitted aboard the vessels, and we strongly suggest that consumption, if any, prior to boarding be minimal. Denial of boarding due to non compliance does not relieve the students of their financial obligation for their reservation. Students who feel that they cannot comply with these terms should not make reservations.

j) PHYSICAL OR MENTAL STATE:

For safety reasons, no one with impaired balance or reduced mental function will be permitted to board or participate in outings without prior review and approval. Students with concerns have an obligation to discuss their issues prior to making reservations. Denial of boarding due to non compliance does not relieve the students of their financial obligation for their reservation.

k) CONSENT:

Participation in outings is considered to be both awareness and consent of the fact that sailing can be a dangerous sport with potential for accidents and death; therefore, students accept full responsibility for all consequences of their participation. It is further understood that although proper boat handling, safety techniques and procedures will be explained by the instructor, students release Windsong Sailing Academy, our staff, and agents providing instruction and docking facilities from all liability from any bodily injury that may occur during their outing. It is further agreed that without student understanding and agreement with these Participation Guidelines, they will not be allowed to participate in Windsong classes, outings or other programs.

l) CANCELLATIONS:

Cancellations by students are permitted **BEFORE noon 4 days prior to the date of the class**. Cancellations after this deadline or failure to attend reserved classes, does not relieve students of their responsibility for the cost of their reservation unless a substitution can be made by them or from our "Waiting List" of students. Reservations are like nonrefundable airline tickets, concert tickets or tickets to the Braves baseball game; however, our cancellation policy is far more liberal! This policy is in place so that we can offer the most affordable year round pricing.

3) GROUND SCHOOL CLASSES

a) PAYMENTS:

Ground school classes require **4 weeks pre-registration. Unless credit card information has been previously provided to our office, payment is due within 5 days of the date registrations are booked, not to be confused with the date of the class.** Reservations will hold an assigned seat for 5 business days pending receipt of payment, after which time the reserved seat cannot be guaranteed; however the **student will remain financially responsible** for their reservation **unless proper cancellation occurs** prior to the cancellation deadline or their unpaid seat is reassigned to someone else. Payments by check or credit card must be received and processed by our business office no later than 4 days prior to the class date.

b) AUDITING:

Students may "Audit" previously attended ground school classes without additional charge; however, they must register in order that we may monitor seating requirements. Replacement or updated handouts may be purchased for a nominal material cost fee.

c) CANCELLATIONS:

Students must notify Windsong immediately if cancellation is necessary so that we can make your seat available to other students on the "Waiting List".

- If student cancellation is **within 4 days** of the class date, no refund if possible; however, we will gladly reschedule registration for a future class date as an "Auditor".
- If student cancellation is **prior to the cancellation deadline**, we will gladly issue a full refund or reschedule your registration for a future class date of your choosing. Check our web calendar for other class dates and times.