



## 2023 SPRING INTERNATIONAL TEAMS

### INTERNATIONAL TEAM SELECTION, WAIVER AND ACKNOWLEDGEMENT FORM

I/We acknowledge that my/our son/daughter/ward ("child"), has qualified to participate on a USODA Team for an international sailing event (the "Championship") based on his/her results at the 2022 Allstate Sugar Bowl Optimist Midwinter Championship (the "Qualifier") held November 23-26, 2022. I/We understand that the decision to accept an invitation, and to participate with the Team and travel to the site of the Championship is mine/ours alone. I understand that my child is not required to participate on a Team, and that he or she will suffer no adverse consequences in the event he/she chooses not to participate (except the potential loss of deposits and other prepaid fees).

I/We understand that the USODA is a not-for-profit corporation and that it has no financial responsibility for the Team other than to possibly advance some funds to the organizers of the Championship to preserve the option of the Team. I/We understand that the Team and its parents are jointly and severally liable for all Team expenses, including the repayment of funds advanced by the USODA, even if the Championship is cancelled by the organizers or the USODA determines that the Team will not be participating in the event due to the State Department's/CDC guidelines, and that the USODA is not responsible for any of the expenses of the Team. The budget for the Team that has been posted and the registration fee for the Championship represents an estimate of the expenses for the trip, but each parent is encouraged and expected to investigate the expenses and understand them fully before accepting an invitation to join the Team. The actual expenses for the Team may be more or less than stated in the budget and I/we understand that USODA will not be responsible for any such difference and acknowledge my/our responsibility for the actual expenses.

I/We understand that international travel and participation on the Team bears significant risk, including the potential for injury or loss of life. I/We have been afforded the opportunity to investigate all of the risks associated with this decision, including, without limitation, independently investigating the political climate in the Host Country (and every country through which the Team may travel), and the safety of the hotels, transportation and housing arrangements made available to my/our child. I/We have been afforded the opportunity to use any sources of information I/we have felt necessary, and I/we have no further questions or requirements for information regarding venue, transportation, or housing arrangements, or on the political situation in the Host Country.

I/We understand the final decision to compete in the Championship is solely my/our decision, and that, if I/we choose to have my child compete with the Team, I/we do so voluntarily. I/We understand that international events, including IODA events in particular, are large athletic



events where youth sailors are effectively required to be separated from their parents for extended periods of time (including, where housing is provided, overnight), and such event may not be appropriate for all children.

The USODA, its representatives, team leaders, coaches, officers, directors, members, contractors, volunteers or agents have made no representations regarding the safety or appropriateness of the arrangements for the Team in general, or my/our child in particular. I/We have solely relied on the results of my/our independent investigation in determining whether or not the choice I/we have made is responsible, appropriate and safe for my/our child. I/We recognize and acknowledge that, although USODA may have made, or may make, certain arrangements for the Team, such as in-country travel, lodging and charters, it does so merely as a courtesy, and that I/we have independently determined that the arrangements are appropriate, reasonable and safe.

I/We acknowledge that my child may withdraw from any Team at any time, and that it is solely my/our responsibility to remain fully informed about the Host Country, including its political climate, and the safety of the regatta venue, hotels, transportation, and housing arrangements made available to my/our child. Sending my/our child with the Team is an acknowledgement that I/we consulted with all sources of information desired and that I/we am/are fully satisfied with the safety of the regatta venue, hotels, transportation and housing arrangement, and the Host Country, including its political climate. There will be no refunds if a sailor commits to be on a Team and then chooses not to participate after payment. If the spot can be filled by the USODA, only then will the registration fee less \$500 be returned to you.

In consideration of, and as a condition of, my/our child participating in the Championship, I/we hereby warrant and represent that (1) I/We am/are the sole legal guardian(s)/parent(s) of the minor child named above, (2) I/We have made this decision voluntarily, and have not relied on any representatives, team leaders, coaches, officers, directors, members, contractors, volunteers or agents of the USODA in making my/our decision, and that (3) This International Team Waiver and Acknowledgement is voluntarily entered into, and lawful and binding in all states and all countries. As further consideration of my/our child being permitted to compete as a member of the Team, I/we hereby release, hold harmless and forever discharge the USODA, its representatives, team leaders, coaches, officers, directors, members, contractors, volunteers or agents from having any and all liability for any damages, claims, risks, or losses, including bodily injury or death, arising out of associated with the USODA or the Championship (including but not limited to lodging, social events, and other activities).

I/We agree that the laws of the State of Rhode Island shall apply to this International Team Waiver and Acknowledgement, and that the substantive laws of the State of Rhode Island shall



apply to any claims relating to my/our child's participation on the Team (including claims for injury or loss of life).

I/We agree that any disputes regarding this International Team Selection, Waiver and Acknowledgement Form and any claims relating to my/our child's selection, failure to be selected and/or participation on the Team (including but not limited to claims for injury or loss of life) must be submitted to binding arbitration to be administered by the American Arbitration Association, which shall be the sole and exclusive forum for the prosecution of any disputes or claim with all proceedings to take place in Providence, RI. I/We also acknowledge that any threats of physical action or intimidation, legal threats, or defamation of character to the USODA, its representatives, team leaders, coaches, officers, directors, members, contractors, volunteers or agents could result in my/our child being removed from the Team, and/or not being selected for any future international team.

I/We understand that my/our child's ability to participate on a Team will depend on the **availability of spots on each Team at the time my sailor receives their invitation, my/our accurate completion and timely submission of this Registration, my/our payment of any required deposits**, confirmation of this Registration, and other factors in the USODA's sole discretion. I/We understand that an attempt will be made to assign qualified children to Team(s) according to the gender requirements and the order in which they finished at the Qualifier, and therefore that my/our child may not be assigned to a Team which is their first choice and also may not be assigned to any Team if I/we do not accurately complete and timely submit this Registration, or I/we am/are not willing to permit them to participate in every Championship. I/We also understand that the USODA reserves the right in the event of a late cancellation to extend an invitation for that cancellation to the next sailor on the list of finishers at the Qualifier who has not previously been invited to attend an international event or to another sailor in its sole discretion, and therefore that the USODA will not necessarily offer sailors a choice to change their Team selection in the event of a cancellation. I/We agree that this Registration shall not form the basis for any reliance, expectation, or claim of the existence of a contract entitling my/our child to selection for any Team and it is not a substitute for Class motions or practices and or USODA board determinations.

All sailors should understand that the USODA reserves the right to amend this Registration at any time including after submission to the USODA and before completion of individual sailor's registrations to teams in order to implement an alternative basis for the selection or for other reasons. I/We understand that I/we do not have a vested right with respect to the selection of Teams based on either completion or submission of this Registration or upon finishes at any USODA event, or any other basis.



**THE COMPLETION OF THE REGISTRATION PROCESS ON THE USODA WEBSITE AND THE STEP OF ELECTRONICALLY SIGNING THIS WAIVER IS AN AFFIRMATION THAT THE PARENT(S) OR GUARDIAN(S) OF THE CHILD BEING REGISTERED HAVE REVIEWED THE CONTENTS OF THIS INTERNATIONAL TEAM SELECTION, WAIVER, ACKNOWLEDGEMENT AND REGISTRATION AND AGREE TO BE BOUND BY THEIR TERMS.**



### **Parent Code of Conduct**

As parent(s) we play an important role in the developing attitudes, independence, and confidence of my/our child/children, as well as other members of international teams. The international team experience is intended to provide my/our children with the opportunity to gain the maximum benefit from the sport and will provide invaluable life experience. As a condition to my/our child's selection for a Team, we hereby agree to the following:

I/We will:

- Support my/our child to participate in this sport and not force them.
- Remember that children participate to have fun and "winning at all costs" is not tolerated.
- Refrain from coaching my child during the regatta or organized practices unless I/we am/are one of the official coaches for that activity.
- Support the entire team, not just one, or several, sailors.
- Not arrange for private or semi-private coach to work with my/our sailor while participating with USODA at an IODA or other international event.
- Review the racing rules of sailing with my sailor, including Fundamental rule 4 and Rule 69
- Allow the coach to make all decisions related to sailing, training, and nutrition.
- Refrain from entering the rigging area during regattas and training and comply with the host venue's and the USODA's coaches' instructions and rules regarding rigging areas and direct contact with sailors during regattas and training.
- Support and comply with the suggestions, instructions, and decisions of USODA coaches.
- Refrain from contacting the coaches during the event to discuss results or team placement.
- Not remove my child from assigned housing or transportation, or make alternative arrangements for housing or transportation at an IODA event, unless (a) approval is granted by IODA and USODA (which USODA would not expect to grant unless necessitated by a medical issue or a unique room assignment issue (i.e. a sailor being assigned to a room by themselves)) or (b) necessary to address an urgent safety or medical issue (in which case a report shall be made to USODA as immediately as is possible under the circumstances). I understand that failure to obtain such prior consent may result in my child's immediate dismissal from the team and expulsion from the regatta.
- As necessary and on an equal basis, take part in team support volunteer duties as requested by the team leader or USODA coach. These may include but are not limited to: loading and unloading dollies when launching and returning; providing snacks, drinks, and other items necessary; provide landside safety and surveillance functions.



- Not use non-prescribed drugs, understanding that a drug-free environment is required for our sailors and coaches and necessary to set proper standards for our young sailors.
- Respect the property of others, and neither steal, damage, destroy or borrow another's property without permission, nor tolerate such behavior by other parents or team members.
- Use appropriate language and understand that swearing, in any context, is unacceptable behavior for a parent of USODA.
- Acknowledge that any threats of physical action or intimidation, legal threats, or defamation of character to the USODA, its Board, representatives, team leaders, coaches, officers, directors, members, contractors, volunteers or agents, as well as other team parents, could result in my/our child being removed from an international team and/or not selected for future international teams.
- Behave and dress at all times in a manner consistent with the high standards expected of USODA.
- Inform the coach of any physical disability or ailment that may affect the safety of my/our child or safety of others. I/We will inform the coach and team leaders of any medications my/our child requires.
- Follow and support all safety procedures given by coaches, team leaders and other responsible adults, understanding the paramount importance of safety. I/We will notify a coach or other responsible adult if another sailor is in danger.

If I/we am/are unable to travel with my child to the regatta and practices I/we will appoint a responsible chaperone with POA for my/our child and act in my/our place for any required parent support duties. I/We understand that this chaperone should not be the coach.

**I/We acknowledge that any decision to discipline a sailor for not following the sailors code of conduct is at the discretion of the Coach(es) and, at IODA events, the Team Leader. I/We acknowledge that disciplinary action may vary based on the severity of the violation, and may include exclusion from sailing for a period of time, exclusion from team activities and, for a serious or repeat violation, may result in my child being sent home from the event without any refund of expenses or registration or other fees.**

As parent(s), I/we need to uphold the Racing Rules of Sailing and honor the spirit of Corinthian sailing, pledge honesty and integrity in general, encourage good sportsmanship, and not deviate from the truth, or break rules which govern our sport of sailing, nor tolerate such behavior in others. I/we acknowledge that certain of the Racing Rules of Sailing apply to support persons, and a violation of those rules may result in the application of penalties to my child or my child's team.





I/We need to maintain a positive mental attitude and be responsible for my/our conduct as representatives of USODA, by at all times following the various rules, regulations, and directions given by USODA coaches, the USODA Representative, the USODA Team Leader, IODA and personnel from the organizing authority and host club.

All parents will treat USODA team members, coaches, competitors, regatta officials, hosts and all others with respect, regardless of race, religion, gender, national origin or abilities. Any issue parents have with other team members must be taken to USODA coaches, the USODA Representative or the USODA Team Leader, and NOT directly to the other team parent or sailor.

**I/We understand that any violation of this Parent Code of Conduct may result in USODA restricting my/our, and/or my sailor's, participation in the event or future USODA /IODA events. I/We acknowledge that disciplinary action may vary based on the severity of the violation, and may include exclusion of adults and/or sailors from the regatta venue, exclusion of my child from sailing for a period of time, exclusion of my child from team activities and, for a serious or repeat violation, may result in my child being sent home from the event without any refund of expenses or registration or other fees.**

**BY COMPLETING THIS REGISTRATION ON THE USODA WEBSITE AND ELECTRONICALLY SIGNING THIS PARENT CODE OF CONDUCT, THE PARENT(S) OR GUARDIAN(S) OF THE CHILD BEING REGISTERED AGREE THAT USODA TEAM MEMBERSHIP IS BY INVITATION OF USODA AND THAT THIS MEMBERSHIP AND INVITATION MAY BE SUSPENDED OR REVOKED UNILATERALLY BY USODA FOR VIOLATIONS OF THIS PARENT CODE OF CONDUCT WITH OR WITHOUT A HEARING.**



### **Sailor Code of Conduct**

1. I promise to maintain a positive attitude and to be responsible for my conduct as a representative of USODA, by at all times following the rules and regulations given by USODA coaches, the USODA Representative, the USODA Team Leader, and personnel from the host club.
2. I promise to uphold the Racing Rules of Sailing and honor the spirit of Corinthian sailing, shall pledge honesty and integrity in general, encourage good sportsmanship, and shall not deviate from the truth, or break rules which govern the sport of sailing, nor tolerate such behavior in others.
3. I will represent myself, my family, my team and my country with honor, honesty and integrity at all times.
4. I will not use, or tolerate the use by other team members, of alcohol, tobacco, or non-prescribed drugs, understanding that a drug-free environment is necessary in order to achieve individual and team success.
5. I will respect the property of others, and neither steal, damage, destroy or borrow another's property without permission, nor tolerate such behavior by team members.
6. I will treat team members, coaches, team leaders, competitors, regatta officials, hosts and all others with respect, regardless of race, religion, gender, national origin or abilities.
7. I will follow all safety procedures given by my coaches, team leader, race officials and other responsible adults, understanding the paramount importance of safety. I will notify a coach or other responsible adult if I feel that another sailor is in danger.
8. I understand that swearing, in any context, is unacceptable behavior for a representative of USODA.
9. I will encourage good sportsmanship from fellow sailors, coaches, and parents.
10. I will support the entire team, not just one, or several, sailors.
11. I will respect the rules and requests as set forth by the Team Leader and Coach.





12. I will attend every practice possible and will give my undivided attention to my coaches at all times, especially during briefings, keeping my cell phone off.

13. I promise to participate in all Team and Regatta activities on and off the water as I am a representative of my team and my country.

14. I will not participate with USODA in an IODA or other international event with a private coach.

15. Unless necessary to address an urgent safety or medical issue (in which case a report shall be made as immediately as is possible under the circumstances), I will not leave the site of an IODA or USODA International Team event, including the regatta venue or assigned housing, without first obtaining each of my coach's and my Team Leader's personal permission. I understand that it is not permissible to have another person convey a message that I am leaving, and that I am solely and personally responsible for obtaining prior consent. I understand that failure to obtain such prior consent may result in my immediate dismissal from the team and expulsion from the regatta.

16. I will behave and dress at all times in a manner consistent with the high standards expected of my team and of myself.

17. I understand that bullying will not be tolerated and will be disciplined by the coach/TL and could result in my dismissal from the team.

**I understand that any violation of this sailor Code of Conduct may result in disciplinary action. I understand that disciplinary action may vary based on the severity of the violation, and may include my exclusion from the regatta venue, exclusion from sailing for a period of time, exclusion from team activities and, for a serious or repeat violation, may result in my being sent home from the event and may impact my inclusion in future IODA/USODA events.**

**BY COMPLETING THIS REGISTRATION ON THE USODA WEBSITE AND ELECTRONICALLY SIGNING THIS SAILOR CODE OF CONDUCT THE PARENT(S) OR GUARDIAN(S) OF THE CHILD BEING REGISTERED AGREE (1) THAT THEY HAVE REVIEWED THIS SAILOR CODE OF CONDUCT WITH THEIR CHILD, (2) THAT THEIR CHILD UNDERSTANDS AND AGREES TO FOLLOW THIS CODE OF CONDUCT AND (3) THAT USODA TEAM MEMBERSHIP IS BY INVITATION OF USODA AND THAT THIS MEMBERSHIP AND INVITATION MAY BE SUSPENDED OR REVOKED UNILATERALLY BY USODA FOR VIOLATIONS OF THIS CODE WITH OR WITHOUT A HEARING.**