



For office use only:

Student Name: _____

Class: _____

Flagship Niagara Sailing Program

Flagship Niagara League, Inc. ♦ 150 East Front Street, Suite 100, Erie, PA 16507 ♦ 814.452.2744 ♦ www.flagshipniagara.org

STUDENT CONTRACT

THIS DOCUMENT INCLUDES AN INFORMED CONSENT PROVISION AND A
LIABILITY WAIVER AND RELEASE
IT HAS IMPORTANT LEGAL CONSEQUENCES.
PLEASE READ IT CAREFULLY AND COMPLETELY.

Introduction

The Flagship Niagara League, Inc. (FNL) operates the sailing school vessel (SSV) Niagara on behalf of the Pennsylvania Historical and Museum Commission (PHMC). The PHMC is an agency of the Commonwealth of Pennsylvania, which owns the SSV Niagara. PHMC also administers the Erie Maritime Museum and retains oversight over the SSV Niagara and the Flagship Niagara League, Inc. The FNL is a 501 c(3) non-profit organization, which serves as an associate group for the PHMC to operate Niagara and assist with the administration of the Erie Maritime Museum.

Our mission is to preserve through use Pennsylvania's official flagship, to present the vessel at various ports as an ambassador of Pennsylvania, and to preserve the naval and local history, which Niagara represents. Safe and appropriate use of the vessel requires "sail training", which incorporates valuable lessons in marine safety, communication, seamanship, work ethic, professional responsibility, moral behavior, and civic duty. These lessons serve to bolster the curriculums of our partner schools and institutions, and help prepare young people for adult life.

Sailing a large square-rigged sailing ship as a student/trainee is rigorous both physically and academically, but the challenge produces rewards that can last a lifetime. Typically each summer we take around 120 people ages 15 and up sailing in multiple group programs consisting of 20 trainees and 2 school faculty members. Niagara routinely makes port visits throughout the Great Lakes to serve as an attractions vessel during waterfront festivals and other events, and these events routinely occur during the trainee's time onboard the vessel. We also conduct programs for other individuals at times when group programs are not scheduled. We often partner with other educational institutions which offer academic credit through the curriculum presented onboard by their faculty. In such cases, the partner institution's curriculum is taught in a cooperative manner alongside the ship's training regimen.

While sailing onboard the SSV Niagara, you will function with similar duties and responsibilities as do the crew. Your capacity onboard will be as a student (or trainee; the terms are synonymous and interchangeable). Students are required to follow the lawful instructions of the professional crew as described in the Crew Handbook and in the Captain's Standing Orders, which are found therein. Students are required to read these before joining the ship and abide by them.

I. Risks and Informed Consent

The sailing school vessel Niagara is inspected annually and certified by the United States Coast Guard. Niagara's experienced captains and crew hold all required Coast Guard licenses. The PHMC and the FNL have operated Niagara for more than twenty years, first as an uninspected state-government vessel, and since 2005 as a USCG inspected sailing school vessel. Since the inception of the Niagara Sailing Program in 1990, PHMC and FNL have maintained an exemplary safety record. Nevertheless, you should understand that going to sea remains, as it has always been, a potentially risky endeavor. FNL believes that important lessons can be learned from participating in the teamwork that is necessary to manage risks at sea. However, *only you* can decide whether you are willing to undertake those risks.

It is impossible to compile a complete list of the risks that may be encountered at sea. Nevertheless, FNL believes that prospective students should be aware of their general scope and potential severity. Such risks include both the predictable and unpredictable consequences of adverse weather conditions. They include the risk of collision with docks, bridges, other vessels, or floating objects. For a variety of reasons, a vessel may go aground, become flooded, capsize, or sink. There is always a possibility of fire or explosion at sea. Vital equipment may break or malfunction. There is a risk of falling overboard, of falling from rigging, or falling off a ladder. The risk of personal injury is enhanced by many factors, including confined spaces, the pitching and rolling of the vessel, working with lines under tension and with equipment that has moving parts. Stress, fatigue, and the effects of weather can increase the levels of personal anxiety or the risk of human error and magnify their consequences. Acute seasickness may produce physical debility, or magnify or disguise other medical symptoms. As discussed in Section IV.D below, access to medical care and medical supplies while at sea will be limited. You should also be aware that, while the statistical likelihood is very small, going to sea does involve a risk of death or permanently incapacitating physical injury.

This catalog of scenarios is not intended to scare you. Rather, our intention is to give you a clear and unemotional sense of the facts so that you can make an informed decision. If you feel that you would like more information on the subject of risk before deciding to enroll at FNL, we encourage you to call the FNL office.

You should also be aware that the programs offered onboard Niagara can be academically, physically, and psychologically demanding. Living conditions, particularly aboard ship, are quite crowded, and watch schedules are demanding and inflexible. Except during shore visits, there is relatively little opportunity for personal "down time." Students must be comfortable in an environment that demands commitment, teamwork, and respect for each other and for the captain's complete authority. The ability to respond and adapt to new physical and psychological challenges is a critical part of the Niagara learning experience.

II. Liability Waiver and Release

By signing this Student Contract, you will be certifying as follows. I recognize that participating in FNL/ Niagara programs has inherent risks. Those risks include, but are not limited to, those that are discussed above. I acknowledge that those risks include virtually any kind of permanent injury and even death. I further recognize that my access to medical care while at sea will be very limited, and that at times it may be impossible to obtain timely and adequate medical care for any injury or illness. **I have decided to participate in this activity in full awareness of the risks described above.**

I, therefore, agree to personally **ASSUME ALL RISKS** of injury, illness, death, or other harm or damages which may occur in connection with this activity. I also agree that I will assume all responsibility for any costs and medical expenses that I may incur or that others may incur on my behalf as a result of my participation.

I agree that, except as provided below, I will not assert against FNL, PHMC, and their Partner Institutions (collectively, "FNL"), or against any their trustees, captains, officers, agents, managers, teachers and other employees and will hold FNL harmless from, any and all claims for injury, illness, death, costs, medical and other expenses, or any harm that may result to me in connection with my participation in an FNL/Niagara program.

This waiver specifically includes claims for injuries, illness or death that are solely or partially caused by any acts or omissions of FNL that are claimed to be negligent or to give rise to liability without fault, however the legal theory may be categorized.

I do not, however, agree to waive any claim for injury or death caused by FNL's gross negligence or willful recklessness, as that would be unfair and contrary to the laws of Pennsylvania.

I further understand, acknowledge and agree that FNL and its captains have complete discretion to determine who they will take to sea, and, if any problem arises, who may continue to participate in the voyage. I understand that, if I am asked to leave the program, I will be responsible for all financial costs involved, including the cost of my return airfare and/or evacuation expenses.

I understand that this Liability Waiver and Release part of this Contract and that I am expressly waiving certain legal rights.

Dated

**Print Student Name
(Clearly)**

**Student Signature
(Required)**

Dated

**Print Name of
Parent/Guardian
(Required for Students Under
Age 18)**

**Parent/Guardian Signature
(Required for Students Under
Age 18)**

III. Finances

A. Tuition and Fees

Tuition and fees are reviewed annually and subject to change. Tuition for the Flagship Niagara Sailing Program is \$1,500 per 2-4 week program. This tuition does not include any additional tuition and fees, which may be imposed separately by partnering institutions, schools, colleges, and universities. If the FNL engages in the coordination of transportation services or programmatic content involving additional cost, a separate Program Fee may be assessed in addition to tuition.

A non-refundable application processing fee of \$50 is required for application submittal, and is not included as part of tuition. Also, a \$300 initial deposit payment is required upon signing this contract, shall be deducted from the total tuition due, and is non-refundable unless the application is denied by the FNL Medical Review Officer for medical reasons. However, full approval for participation is contingent upon receipt of your Student Application, Student Contract, and certification of your health and fitness per the Medical Record form, which includes medical history and physical examination information. These items must be received before the deadlines noted in the Confirmation Letter, which will be sent upon the student's initial enrollment into the program.

B. Cancellation, Expulsion and Refund Policy:

Failure to provide accurate complete information could compromise the student's safety, the safety of others onboard, and overall program quality. Undisclosed medical conditions that result in early departure are not eligible for a refund. Please report injuries, illnesses, new medications or changes to your prescription to the sailing program coordinator prior to joining the ship. If you arrive onboard with an unreported medical condition or other diagnosis or if you have changed the type or amount of medications since submitting your medical form, you may not be allowed to begin your program!

If you cancel inside the 60 day mark, the cancellation penalties listed below, will apply to the full published tuition or full amount due (if any) for scholarship recipients. The penalty IS NOT based on the amount paid to date on the day you cancel.

FNL is not responsible for refunding tuition and fees that are assessed by our partner institutions. If you cancel voluntarily (i.e. a change of mind or schedule etc.) less than 60 days before your program starts, then the following penalties apply:

60-45 days - 20% Penalty. We will refund all program fees paid to FNL and all tuition paid to FNL except the non-refundable deposit (\$300).

44-15 days – 60% Penalty. We will refund all tuition paid to FNL except the non-refundable deposit (20% of tuition), any program fees, and an additional 40% of the total tuition. This means the trainee is entitled to a \$600.00 refund if the tuition is \$1,500, plus the program fees, if applicable.

14-0 days - 100% Penalty. This means that the trainee is entitled to no refund.

Voluntary Early Departure - 100% Penalty- no refunds. If you leave due to an undisclosed pre-existing medical condition or choose to leave voluntarily, there is no refund.

Emergency Cancellation_ We give you a choice between a refund based on the cancellation penalties listed above or you can choose a credit toward a future program valued at the tuition amount you have paid. Contact the Sailing Program Coordinator for details.

C. Special Information for Parents of Minor Students (Under Age 18): Divorced parents and third party payers; we only require one legal guardian signature. It is up to you to fulfill any obligations or decision-making agreements with any other parent(s) or guardian(s). Similarly, you are responsible for informing a third party payer of the cancellation penalties and any subsequent financial obligation is yours.

Your child will be traveling with a group of diverse individuals. All students are thoroughly screened and we make every reasonable effort in good faith to ensure that every participant is an appropriate candidate for participation in FNL/Niagara programs. However other students may adversely affect the experience by being less fit, less articulate, or less pleasant than you or your child. This is the nature of the experience and cannot be prevented.

All programs are co-ed unless otherwise published. However there is no guarantee that the program will attract a mixed gender group. All activities occur in co-ed groups with varying degrees of instructor supervision, depending upon the activities, age, and length of the program. The ship's sleeping accommodations is a communal compartment consisting of co-ed quarters, virtually no privacy except in the heads (lavatories), and has hammocks for berths.

D. Other Expenses for which you are personally responsible include the cost of your travel to and from Erie, PA; travel to and from the port(s) of embarkation and debarkation and any personal expenses (other than those included in a set program fee, if applicable). You are responsible for your medical and insurance costs.

IV. Criminal History and Background Check Required:

As a requirement for adult participation, you (not including minors) agree and authorize the FNL to seek a criminal history and background check to identify any criminal convictions in your background. Criminal history will disqualify applicants from program participation. Also, you are advised that any non-Canadian resident with an American DUI/DWI conviction is prohibited by Canadian law from entering Canada.

V. Medical Care, Health Insurance, and Related Topics

A. Physical Examination. The unique experiential challenges of FNL/Niagara's program necessitate that you be in good physical condition and sound psychological health. To this end, you must obtain prior medical clearance per the instructions on the Medical Record forms. At least thirty (30) days before your program begins, you must return your FNL Medical Record to the FNL office for our Medical Review Officer to review. Upon arrival onboard the vessel you must update us regarding any changes since that record was submitted. Failure to fully disclose medical or psychological conditions may result in your being required to withdraw from the program.

B. Insurance. You must provide evidence of adequate health insurance coverage for any medical conditions that may develop as a result of accident, illness or otherwise. Your insurance must cover you not only while you are in the United States or its coastal waters, but also on the

Great Lakes and in Canada. Your coverage should also include the cost of emergency care in such locations. You may wish to consider purchasing medical evacuation insurance that would reimburse you for some or all of the very substantial costs associated with medical evacuation from the SSV Niagara to a shore-based medical facility, or from a Canadian port to the United States. Medical evacuation insurance is available from a number of different insurance companies. Information about such insurance can be obtained on the Internet.

C. Medical Expenses. You are responsible for any medical expenses, including medical evacuation expenses that you may incur or that may be incurred on your behalf. If FNL pays such expenses on your behalf, whether under emergency conditions or otherwise, and whether such payment is made with or without your permission, you agree to reimburse FNL for all such expenses.

D. Access to Medical Care while at Sea is very limited and may at times be non-existent. Our vessel can be more than 24 hours from any port where medical care may be found. There will be no physician or nurse aboard the vessel. Only basic first aid is available. SSV Niagara carries a modest medicine chest. Consequently, it is essential that you bring with you an adequate supply of any prescription medications on which you rely.

E. Authorization to FNL and Others to Act in an Emergency. You hereby authorize FNL to act on your behalf in the event that you become physically or psychologically ill or injured and are unable to provide informed consent for medical treatment. You further authorize FNL, the captain of the vessel and/or any physician or emergency personnel FNL may consult to administer emergency medical treatment, to hospitalize or otherwise secure or provide proper treatment for you, and to authorize or order injections, anesthesia, surgery or other medical treatment as may appear appropriate under the circumstances as determined by FNL. In the event of a medical emergency, FNL will make a good faith effort to contact your parents, guardian or other next of kin.

F. Permission to Disclose Medical Records and Personal Information. It may be necessary for FNL to disclose your medical records and personal information to FNL staff members and to anyone involved in your medical care that needs the information (e.g., physicians, hospitals, emergency personnel, or other persons or entities involved in providing you with medical care or assistance). By signing this Contract you are giving FNL permission to do so on a reasonable need-to-know basis. You are also authorizing FNL to disclose such information to your parents, guardian or other next of kin in an emergency situation.

VI. Student Policies

A. Code of Conduct. One of FNL's goals is to encourage all students to live, learn and work together as responsible members of the Niagara shipboard community. By signing this Contract, you are acknowledging that you understand this and agree to be a respectful member of the Niagara community. You are also agreeing to abide by FNL's Code of Conduct and to authorizing FNL to inform your home institution and your parent/guardian about any Code of Conduct infractions.

The Code of Conduct includes, but is not limited to, the following:

- Drug and Alcohol Policy. FNL prohibits the use, transfer or possession of any controlled drugs or drug paraphernalia. FNL also prohibits anyone under the age of 21 from possessing or drinking alcohol. Use or possession of alcohol on board

Niagara is at the discretion of the Captain, in compliance with U.S. Coast Guard Regulations. By signing this Contract, you are agreeing to FNL's right to dismiss you for violations of FNL's Drug and Alcohol Policy, including but not limited to your refusal to comply with any requested test.

- Smoking. Students under the age of 18 are not allowed to smoke while participating in any FNL/Niagara's high school programs or other programs intended specifically for minors. This policy extends throughout the duration of the program.
- Sexual Harassment and Discrimination of any type, by anyone in the FNL/Niagara community, including employees, students or visitors, is completely unacceptable and will not be tolerated at any work or learning location. FNL is committed to providing a work and educational environment free of sexual harassment, sexual violence/assault and harassment based on gender or sexual orientation. Infraction will result in dismissal.
- Sexual Activity is prohibited onboard the ship. Minors, from the time of arrival onboard to the time of departure, are prohibited from engaging in sexual activity while ashore as well. Any adults engaging in sexual activities with minors onboard or with minors elsewhere who are participating in FNL/Niagara programs will be reported to appropriate authorities as prescribed by local, state, and federal law.
- Safe, Ethical, and Appropriate Behavior is expected of everyone participating in FNL/Niagara programs. You will be removed from the vessel and sent home if you exhibit behavior that is defiant, harassing, or poses a danger, through misconduct or unsafe practices, to yourself or others.

VII. Miscellaneous Provisions

A. Illegal Conduct. In the event that FNL reasonably believes you have engaged in or are about to engage in any form of illegal conduct, FNL may, in its sole discretion or as required by law, report the situation to the appropriate authorities.

B. Applicable Law. This Contract shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law. This provision is not intended to displace any applicable federal law or regulation.

C. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, attorneys, insurers, parents, subsidiaries, successors, assigns, and affiliates.

D. Severability. If any provision of this Contract is held ineffective, invalid or contrary to public policy or any law, the validity of the remainder of this Contract shall not be affected thereby.

CERTIFICATE OF UNDERSTANDING AND AGREEMENT

I certify that I have read, fully understand and agree to this Student Contract. I understand the risks that are referred to above. I have decided that I am willing to accept and run those and any other risks inherent in the FNL/Niagara Program.

I understand that my signing of this Contract will have significant legal consequences and that by doing so I am waiving or limiting certain legal rights that I might otherwise have.

I certify that I am at least eighteen years of age and am of sound mind to execute this Contract. If I am under eighteen, my parent or guardian must execute this Contract below my signature hereof.

I acknowledge that, before signing this Contract, I had the opportunity to request further information from FNL about any of the subjects that are discussed in the Contract. I also understand that, as with any contract, I have the right to seek independent legal advice if I so choose.

I agree that I have read and considered the Contract carefully and am signing it voluntarily.

_____	_____	_____
Dated	Print Student Name (Clearly)	Student Signature (Required)

_____	_____	_____
Dated	Print Name of Parent/Guardian (Required for Students Under Age 18)	Parent/Guardian Signature (Required for Students Under Age 18)

****SIGNED DOCUMENT must be returned to FNL office with deposit to hold space.**

Send Signed Document To:

Flagship Niagara League, Inc.
150 East Front Street, Suite 100
Erie, PA 16507
Attn: Sailing Program Coordinator