

SISKA POLICIES AND PROCEDURES

(Approved by Executive June 12, 2019)

Introduction

The following SISKA Policies and Procedures are based on the SISKA Constitution and Bylaws and are authorized by section 4.4 of the Bylaws which states:

Policies and procedures

4.7 The Executive shall develop policies and procedures for the Society on topics including:

- *membership application procedures and fee schedules;*
- *protection of the personal privacy of members;*
- *safety procedures while paddling;*
- *financial procedures, including procedures for reimbursement of out-of-pocket expenses; and*
- *procedures for scheduling events.*

1.0 Club Paddles

1.1 General

- 1) Club paddles are those trips approved by the SISKA executive.
- 2) Club paddles shall only be undertaken if a trip leader or facilitator is available.
- 3) There will be a minimum of three (3) kayaks on club paddles.
- 4) At least one participant on the paddle must be first aid certified and at least one must be water rescue certified (this can be the same person).
- 5) All paddle participants must wear an approved PFD.
- 6) Members will inform their guests of SISKA Policies and Procedures, and any paddle guidelines. All guests, once approved by the paddle leader, must sign an electronic participant waiver before participating in a club paddle.

1.2 Leader Qualifications

- 1) A valid Paddle Canada (PC) Level 2 Certification; valid British Canoe Union (BCU) Star 3; valid Sea Kayak Guides Alliance of BC (SKGABC) Assistant Overnight Guide; or other valid certification of an equivalent or higher level, and
- 2) Marine Radio Operator's certificate.

1.3 Paddle Leader Authority and Responsibilities

Paddle Leader Authority

- 1) The paddle leader has the authority to refuse participation on a paddle to any member or guest if he/she feels the participant might pose a safety concern either to themselves or to anyone else participating in the paddle e.g. not having the necessary skills, safety gear or appropriate paddle clothing required for the paddle as described in the posted advertisement, or as directed by the paddle leader at the launch site.
- 2) Although the recommended paddle clothing suitable for immersion is drysuit, wetsuit, or other insulating clothing such as merino wool or polar fleece tops and bottoms, the paddle leader shall have the final say regarding acceptable paddle clothing for participants in his/her paddle.
- 3) The leader has the authority to limit the number of participants on his/her paddle as per the posted advertisement, and will advise interested members when that limit has been reached.
- 4) The leader is the first level of authority on any paddle unless he/she chooses to delegate that authority or any part thereof to another experienced paddler, and communicates this delegation to the paddle participants.

Paddle Leader Responsibilities

A. Pre-Paddle

- 1) The paddle leader shall choose a paddle location/destination that is suitable for the designated skill level of the paddle, considering distance from aid, landing opportunities, length of open water crossings, exposure to wind and currents, tides, lunch site, etc. as per the current SSKA Paddle Guidelines (Appendix 2)
- 2) The paddle description must be approved by the SSKA Paddle/Trip Coordinator, who may seek the advice of the Safety Coordinator, before it is advertised to the members.
- 3) A description of the proposed paddle will be prepared for advertisement including where, when, Plan A and Plan B in case of inclement weather/water conditions, estimated return time, any skill level requirements, paddle participation restrictions (e.g. numbers), a contact name and method for obtaining further information, and any other pertinent information for prospective participants such as required immersion gear.
- 4) The leader's expectations for the paddle must be clearly stated in the advertisement so that the expectations of the participants can be the same.

B. Day of Paddle – Pre-Launch

- 1) The leader is responsible for checking the marine weather and forecast, observing the actual weather, and deciding whether or not the paddle plan A or B is still suitable or whether the paddle will be cancelled for safety reasons. If the paddle is to be cancelled, every effort will be made to notify the participants.

- 2) The leader will know locations and phone numbers of the nearest emergency facilities in the area of the planned trip.
- 3) The manifest (Appendix 3) must be completed by the leader or an assistant.
- 4) The leader must ensure that all members participating in the paddle have an electronically signed waiver on file with the Membership Director.
- 5) The leader will ensure that all participants gather together for a “beach talk” before anyone launches their boat. The beach talk will address the following:
 - a) Introductions – including any new members or guests
 - b) Clarification that the leader is the first level of authority unless the leader chooses to delegate his/her authority or any part thereof to another experienced paddler and who the person(s) is.
 - c) Paddle Plan – all expectations such as paddle course, paddle speed, paddle intent, lunch destination, return time, etc. will be clearly outlined
 - d) Expected weather and sea conditions
 - e) Group safety plan – these may include designated leader, designated sweep, buddy or home boat formation, radio station monitoring, paddle signs, group cohesiveness, etc. *(Note: when using a buddy system, buddy groups will be instructed to stay within vocal range of each other; and when using a home boat system, each homeboat will have a radio, will be readily identifiable and homeboat groups will remain within vocal distance of each other*
(1))
 - f) Participant health or safety concerns – anyone with a particular concern will be asked to speak with the leader in confidence after the beach talk
 - g) Paddle clothing – although paddle clothing suitable for immersion i.e. drysuit, wetsuit, or other insulating clothing such as merino wool or polar fleece tops and bottoms is strongly recommended, the leader shall have the final say whether other than the recommended clothing is acceptable for the paddle.
 - h) Personal safety gear – all participants will have a change of clothes in a drybag, a PFD and a sprayskirt.
- 6) The leader will ensure that the necessary extra group equipment (a rescue stirrup, charts and compass, emergency signaling devices, first aid kit, emergency kit, at least one spare paddle, and an extra drybag with spare clothing) is carried by the leader or an assistant
- 7) The leader will carry a functional radio.

C. Day of Paddle – On Water

- 1) Once on the water, the leader will attempt to conduct the paddle as was advertised and discussed on the beach.
- 2) For insurance purposes, safety purposes, and to facilitate the paddle as a SISKAs members’ function, it is important to prevent the paddling group from splitting up, except as directed by the paddle leader.
- 3) If for safety reasons, the leader feels it is necessary or advisable to return a paddler(s) to the launch site or closest takeout before the return of the main group, the paddler(s) will

be escorted directly to the site by a designated aid with PC Level 2 skills and a radio or cell phone, and one other paddler. As soon as the escorted paddler(s) have returned to the launch site, the Level 2 escort is required to advise the leader of the group's safe landing by any appropriate means such as radio, cell phone, texting, etc.

D. Day of Paddle – Post

- 1) Incidents involving safety concerns will be reported to the Safety Director within 24 hours of the incident.

1.4 Paddle Participant Responsibilities

- 1) Members and guests participating in a club paddle must comply with the expectations and all of any requirements advertised for the particular paddle, SISKAs Policies and Procedures, Paddle Guidelines, and the CCG Safe Boating Guide (see <http://www.tc.gc.ca/marinesafety/TP/TP511/menu.htm>)
- 2) Paddle participants must attend only trips that they are competent to handle.
- 3) Paddle participants must be properly equipped for the trip according to Canadian Coast Guard (CCG) regulations (see <http://www.tc.gc.ca/marinesafety/TP/TP511/boat.htm>)
- 4) Paddle participants must attend the pre-paddle “beach talk” before launching on the water
- 5) Paddle participants must understand and accept the trip leader's responsibilities and instructions, and cooperate with him/her in performing these duties for the safety and comfort of the group throughout the duration of the paddle
- 6) Paddle participants must inform the leader of personal circumstances that could affect their performance and advise the leader at any time during the trip if they experience discomfort or difficulty
- 7) Paddle participants must stay with the group at all times unless discussed with and approved by the leader.

1.5 Minimum Necessary Equipment for All Paddlers

Individual Gear and Boat and Safety Equipment:

- a) A paddle and adequate spare(s) for the group;
- b) A seaworthy kayak (with floatation, etc.) with perimeter deck lines and grab loops at both ends;
- c) CCG approved PFD, throw line, pump or bailer, sound signaling device (whistle or air horn), and navigation lights if traveling after sunset, before sunrise, or in periods of restricted visibility;
- d) Spray skirt where applicable;
- e) A dry bag containing spare clothes;

- f) Appropriate cold water immersion wear: i.e. drysuit, wetsuit, or other insulating clothing such as merino wool or polar fleece tops and bottoms is strongly recommended, and the leader shall have the final say whether other than the recommended clothing is acceptable for the paddle; and
- g) Adequate food and water for the duration of the trip

Extra Group Equipment:

The Paddle Leader is responsible to ensure that the following group equipment is included in each SSKA paddle:

- a) Rescue stirrup (suggested);
- b) Charts and compass where applicable;
- c) Emergency signaling and communication devices (e.g. flares, VHF radio, cell phone);
- d) First aid kit; and
- e) Emergency kit which may include a flashlight, lighter, fire-starter, emergency shelter, knife, cordage and food).

2.0 Courses and Clinics

- 1) Sea kayaking instruction will follow the Paddle Canada program (see <http://www.paddlingcanada.com>)
- 2) Only club members may participate in courses and clinics unless otherwise authorized by the Executive or a designated club coordinator.

3.0 Liability Waivers

- 1) Liability waivers are needed for all members (including family members) upon joining SSKA or renewing membership after an absence of one year or more.
- 2) Guests, once approved by the Executive or a designated club coordinator, will need to complete a liability waiver as well.

4.0 Fees (membership and course fees)

- 1) Membership fees are due on January 1st of each year
- 2) Course fees will be prepaid and are nonrefundable except in extraordinary circumstances

- 3) Guests are welcome to participate in two (2) club activities or events, provided they are sponsored by a club member and approved for the activity, but are thereafter encouraged to join the club.

5.0 SISK A Code of Conduct

- 1) To ensure the success and enjoyment of club activities for all members, SISK A requires that all members and their guests will at all times be respectful of their fellow club members and conduct themselves in a manner that agrees with the SISK A Policies and Procedures
- 2) Club members and their guests will be attentive to, and follow the guidance of, club instructors, coaches, trip leaders, and coordinators of any club activity, especially when guidance concerns issues of personal or group safety

6.0 Reimbursement of Instructor Fees

- 1) All active Paddle Canada (PC) Instructors, upon approval by executive, may be reimbursed for out of pocket expenses directly related to instructing a PC course for SISK A
- 2) All club members who take and pass a PC instructor course may, upon approval by executive, be reimbursed 25% of the costs of the course (up to \$150) after instructing one SISK A course in the first twelve months, an additional 25% of the costs of the course (up to \$150) after instructing one SISK A course in the second twelve months, and an additional 25% of the costs of the course (up to \$150) after instructing one SISK A course in the third twelve month period.
- 3) All club PC instructors may be reimbursed for 50% of their annual PC instructor certification fee per day of instruction of a PC course for SISK A, up to a maximum of 100% within twelve months
- 4) Assistant PC instructors qualify for reimbursements as specified in 6 (1), and 6 (3), if their assistance is required to instruct due to class size (student: instructor ratio shall be no more than 4:1)

7.0 Financial Disbursement

- 1) The Treasurer can pay customary accounts/bills over \$200.00 without Executive approval.
- 2) Payments and reimbursements can be made by cheques or by electronic payment systems.
- 3) Any request to the Treasurer for reimbursement must be accompanied by a written receipt or invoice and expense claim form
- 4) The signature of any two (2) officers is required on financial documents, other than cheques or electronic payments.

Appendix 1. SISKKA Participant Waiver

SOUTH ISLAND SEA KAYAKING ASSOCIATION

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE THE CLUB. YOU ARE ALSO AGREEING TO INDEMNIFY THE CLUB AND OTHERS REFERENCED IN THIS AGREEMENT IF ANY OF THEM ARE SUED BECAUSE OF YOUR PARTICIPATION IN THE CLUB'S ACTIVITIES.

In consideration of being permitted to participate in activities organized or sponsored by the "South Island Sea Kayaking Association" (hereinafter the "Club") including, but not limited to, day and extended paddling trips, equipment testing and demonstrations, water safety and paddling practice sessions, and any activity associated therewith, including, but not limited to, travel to and from activity locations and camping (hereinafter the "Activities"), I the undersigned hereby ACKNOWLEDGE, REPRESENT and AGREE as follows:

Acknowledgement of Risk

1. I acknowledge that sea kayaking is a potentially dangerous activity. Hazards include strong and unpredictable currents; cold water; sweepers (partially submerged trees and logs); rocks; deep, uneven and jagged river, lake and ocean bottoms; unstable and potentially harmful paddle craft; sudden and unpredictable changes in the weather; hypothermia; equipment failure, and human error and failure to abide by safe practices, as well as any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling and other pursuits of the Club, including but not limited to risk of property loss and damage, serious physical injury, including injury or illness in remote locations, and death, and that serious social and economic losses might result not only from my own actions, inactions, negligence, gross negligence, breach of contract or breach of any statutory or other duty of care, but also from the actions, inactions or negligence, gross negligence, breach of contract or breach of any statutory or other duty of care on the part of the Club, its directors, officers, employees, agents, members and persons who lead the Activities (hereinafter the "Activity Leaders").
2. I also acknowledge that property damage and physical injury may be compounded or increased by rescue operations or procedures of the Club, its directors, officers, employees, agents and members which may be negligent, grossly negligent, or in breach of contract or in breach of any statutory or other duty of care.
3. Further, there may be other risks not known to me or not reasonably foreseeable at this time associated with my participation in the Activities.
4. I also acknowledge that Club rules are solely for the purpose of regulating Club activities and that it remains my sole responsibility to act and govern myself in such manner as to be responsible for my own safety.

Waiver

1. I assume all the risks of engaging in the Activities, including determining whether I have the necessary skill level and equipment to participate in the Activities, and waive notice of all conditions, dangers or otherwise, in or about the Activities.
2. I hereby WAIVE any and all claims that I may now and in the future have against the Club, its directors, officers, employees, agents, members and Activity Leaders, for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Release

I hereby RELEASE and FOREVER DISCHARGE the Club, its directors, officers, employees, agents, members and Activity Leaders from any and all claims or liability for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with, or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Indemnity

I hereby agree to HOLD HARMLESS and INDEMNIFY the Club, its directors, officers, employees, agents, members and Activity Leaders, from any and all liability, costs and expenses for any damage to property of or personal injury to or loss sustained by any third party, arising, directly or indirectly, as a result of my intentional acts or omissions or my NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, arising out of, or in connection with, or related to my taking part in any Activities, whether or not foreseeable or contributed to by any NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Waiver, Release & Indemnity Voluntary

I acknowledge, understand and agree that I have given up substantial rights by signing this document and sign it voluntarily.

Binding on Next-of-kin, Heirs, Executors, Administrators & Assigns

I acknowledge and agree that this Waiver, Release, Assumption of Risk and Indemnity also binds my next-of-kin, heirs, executors, administrators and assigns.

Use of Image

I give permission to allow photographs taken of me during Club activities to be used to further the awareness of paddling and the Club's activities.

Entire Agreement, Severability and Governing Law

1. I acknowledge and agree that no oral representations or statements or inducements have been made to me that change, alter or modify the terms of this agreement and that this constitutes the entire agreement between myself and the Club.

2. If it is held that one or more of the provisions of this agreement are unenforceable, the remaining provisions shall remain in full force and effect.
3. This agreement shall be governed by, interpreted and applied in accordance with the laws of the Province of British Columbia, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws.
4. In the event that I act in any capacity for the Club, I appoint the Club as my agent for the purpose of obtaining an indemnity and release of liability from other members of the Club or persons participating in its activities.

I agree that I have read this agreement, agree with its terms, and confirm that I am at least nineteen (19) years of age and fully competent.

Date: _____

Signature of member/guest: _____

Name of member/guest (print clearly): _____

Signature of Parent or Guardian (if family member is under nineteen (19) years of age):

Appendix 2. SSKA Paddle Guidelines

Relaxed Paddles - These are tailored to beginner paddlers, although experienced paddlers are welcome to attend. Participants will have Paddle Canada Introduction to Kayaking skills <http://www.paddlingcanada.com/programs.asp?id=64>. Generally, the pace in these paddles is set by those at the back of the “pack”. If you are unsure about the suitability of your equipment or clothing, please contact the trip leader for advice prior to the paddle date. The trip leader has the right to deny your participation in the paddle if he/she thinks you are not adequately prepared for the possibility of immersion. All participants are expected to have read, and to comply with the SSKA Policies and Procedures. The conditions for Relaxed Paddles are as follows:

- * sheltered waters
- * frequent easy landing opportunities
- * light winds
- * calm to rippled sea state
- * Minimal current
- * up to approximately 6 nautical miles in length

Energizer Paddles - These paddles are tailored to novice (one step beyond beginner) paddlers, although more experienced paddlers are welcome to attend. Participants will have Paddle Canada Level 1 skills <http://www.paddlingcanada.com/programs.asp?id=5>. Energizer Paddles will require some commitment by each participant to “keep up” with the pack for the duration! Paddlers at the back of the pack will be expected to keep up with the pace-setting leaders!! EP’s will be advertised with the reason for its classification as “energizer” e.g. paddle length in nautical miles, open water crossing etc, so that you will be able to decide in advance if you wish to attend. If you are unsure about the suitability of your skills, equipment or clothing, please contact the trip leader for advice prior to the paddle date. The trip leader has the right to deny your participation in the paddle if he/she thinks you are not adequately prepared for the possibility of immersion. All participants are expected to have read, and to comply with the SSKA Policies and Procedures. The conditions for Energizer Paddles are as follows:

- * waters with a mildly exposed coastline
- * include short crossings
- * frequent easy landing opportunities
- * light to moderate winds
- * light to moderate chop sea state
- * mild currents
- * up to approximately 10 nautical miles in length

Appendix 3. SSKA Paddle Manifest (Example)

SSKA Paddle Manifest

Date: 2013-07-13

Launch Site: Becher Bay

Leader: Dave Ostapovich

	Name	Phone #	PC Level	Waiver	First Aid
1.	Ostapovich, Dave	250.479.6439	Level 2	O	Y
2.					
3.					
4.					
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30.					

Prior to launch please call SSKA's club contact @ 250-889-3078 and leave a message regarding the number of paddlers, launch site and destination

Please see reverse for more information regarding this paddle.

Description of Paddle:

Plan A:
Plan B:

Weather:

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Post Trip Comments :

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After the paddle please send any collected memberships and/or waivers along with the number of participants and distance paddled to the SISKa Membership Director. The completed manifest is to be sent to the SISKa Secretary.