



AGAMENTICUS YACHT CLUB

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2012 AYC BOAT SIGN-OUT SHEET & AGREEMENT **Master Waiver for 2012 Season**

This is a Master Waiver for: _____ (Member under 21 years of age) to be able to sign out any watercraft that they are qualified to operate (as deemed by AYC) for the 2012 season. This Master Waiver does not relieve the user from any obligations outlined in this agreement for any specific transactional use of the watercraft. The adult or guardian must use good judgment and care in understanding when and where a watercraft is being used.

This form shall constitute an agreement between Agamenticus Yacht Club (AYC), as lessor, and the member signed below, as lessee, relating to the use of club owned watercraft with the following terms and conditions. The Member (lessee) certifies that:

Boat Conditions & Boat Care

1. They have inspected the boat & safety equipment prior to leaving dock or mooring and request any equipment that might be necessary (such as winch handles, safety equipment including a handheld radio, rope ladder, life ring, life jackets, charts, or other equipment). The boat is safe and seaworthy and properly equipped.
2. They know how to lower, start and operate the outboard motor on the J-22's, and that they have sufficient fuel in the tank.
3. They must de-rig and put away equipment after use. Optimist, Laser and JY-15 sailors must hose down their boats (and the sail if it got wet) with fresh water at the dock before put-away. Kayaks, canoe, and paddles must be put away after use.
4. They are responsible for any and all damage done to boat while in their possession including theft of any kind. Upon return, the member should notify the dock crew and office of any problem that occurred during the use. The members should check all gear and the condition of their boat both before and after its use. The member assumes full responsibility for the cost of repair or replacement of any damaged equipment.

Safety

1. They must have life jackets for all passengers, and that the life jackets are properly fastened on their persons at all times.
2. All occupants of the boat are capable of swimming 50 yards.
3. All Sailors must know how to right a capsized boat. Please ask the instructors to check you out on this if you are unfamiliar with the technique.
4. All boaters must check weather conditions, tides, and currents. AYC is not responsible for notifying members of conditions. AYC, at its sole discretion, may determine that weather conditions are unsuitable and prohibit use of the boat.
5. All boaters will not allow boats to be operated at any time by anyone under the influence of drugs or alcohol.
6. All Coast Guard, State, and local laws must be observed at all times including, but not limited to, the maximum number of passengers allowed on board.

Reservations

1. Reservations for use of club boats may be made up to 48 hours in advance, and Reservations will be held up to 15 minutes before your scheduled departure time.

- It is your responsibility to return the boat before the expiration of your rental period, or to meet our launch for a tow-in at the time agreed upon above. A change in weather is not a reason for late return. Be aware that weather and current will alter paddling time.

AYC IS RELEASED FROM ALL LIABILITY

By executing this Waiver the undersigned parties certifies and agrees as follows:

There are risks involved with operating a watercraft

There are inherent risks in operating boats, and participating in water sports and the use boat facilities. I understand that injuries resulting from the danger, hazards and risks of sailing, rowing and paddling programs and sports are a probable occurrence of such programs and sports. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, HAZARDS AND RISKS OF THESE PROGRAMS AND SPORTS. I freely accept and fully assume all dangers, hazards and RISKS associated with participation in sailing, rowing and paddling programs and sports and the possibility of personal injury, death, property damage or loss resulting therefrom.

I understand that this release extends to claims arising on and after the execution hereof of any nature and kind whatsoever, known or unknown, suspected or unsuspected, except as expressly set forth above, and that the facts in respect which this release is given hereafter may prove to be different that the facts now known or believed. I have read this form and fully understand that by signing this form, I am giving up certain legal rights and/or remedies. I have read the foregoing agreement and acknowledge and understand its contents. I freely accept the terms and conditions thereof.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify AYC, its agents officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of AYC watercraft equipment. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by AYC, its agents, officers or employees.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE AYC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSE BY NEGLIGENCE OR ANY OTHER CAUSE.

I am 21 years of age or older and mentally competent to enter into this waiver.

Print Name

Print Name (of Minor)

Signature

Signature of Legal Guardian

Date: _____

Telephone: _____

<i>RETURNED BOAT CHECK-IN:</i>	<i>OK</i>	<i>Not OK</i>	
<i>INSTRUCTOR'S SIGNATURE:</i>			