



*“Optimism is the faith that leads to achievement.
Nothing can be done without hope and confidence.”*

Helen Keller

Welcome to a new sailing season – our 30th! The 2013 trip schedule promises to be another memorable season. There is something for everyone. From the excitement of the Americas Cup Race in San Francisco Bay to a day sail in New York Harbor we’ve got you covered! This year’s schedule includes a couple of three-day Chesapeake trips, one in June and one in October – providing an opportunity to utilize the good winds in those months, as well as great weather and food!

Good preparation is the key to good performance, so consider signing up for the On Water Training on May 18-19. This is an invaluable hands-on training experience in boat handling, general sailing rules of the road, navigation and practice, practice, practice.

The 2013 membership package includes:

- A schedule of the 2013 trips with full descriptions, reservation and release forms
- General information about the Club, its practices, and policies for participation
- An explanation of our trip sign-up procedures and cancellation policies
- Membership form (last page)

New Commodore Bob Rainey has the skill set to navigate the requirements both on and off the water. I know he will do a great job. But in order to build a strong and vigorous Club, the Board of Trustees requires new members. I encourage you to get involved in the work of planning and managing the affairs of the Club, and brainstorming ideas to make our club better each year, improving the trips, and still maintain the impeccable safety record the club has achieved over the years. With many hands helping, work becomes easier for all. Speak with a board member tonight to learn more.

Mary Ann Gordon
Commodore
The Sailing Club, Inc.

SCHEDULE OF 2013 SAILING TRIPS

TRIP & DATE	LENGT H	LOCATION	TRIP LEADERS
Training Weekend May 18 – 19	2 days	Rock Hall, MD	TL: Mia McCroskey
Chesapeake Cruise June 15 – 17	3 days	Rock Hall, MD St. Michaels, MD	TL: Bob DuBois ATL: Bob Rainey
N.Y. Harbor Day Sail August 17	1 day	Jersey City, NJ	TL: Steve Krakauer
America's Cup Races September 15 – 22	8 days	San Francisco, CA Berkeley, CA	TL: Mia McCroskey ATL: Steve Krakauer
Fall Classic October 19 – 21	3 days	Rock Hall, MD Baltimore Inner Harbor	TL: Bob Rainey ATL: Steve Krakauer



2013

Trip Information Package

MEMBERSHIP

Participation is open to anyone interested in joining. Sailing experience is not necessary, but sailing (cruising) is the main activity of our Club. Annual membership fees are currently **\$30** for an individual or **\$40** for a household - *all individuals residing at the same address*. This fee helps to defray some of the Club's non-trip operating costs. Please forward any changes in address to the Membership Secretary (membership@thesailingclub.org).

NOTE: You must be a Sailing Club member to sail on any Club trip. A membership form is available from the Membership Secretary or any Trip Leader. It is also available on the Club website: www.TheSailingClub.org, as well as at the back of this package.

TRIP SIGN-UP PROCEDURES

Membership in the Sailing Club does not guarantee you a spot on a trip. Regardless of whether you receive this package at the Annual Meeting or in the mail, Trip Leaders will accept reservation forms at any time on or after March 22, 2013 but will not process them until **APRIL 5, 2013**. On that date, all reservations received to that point will be recorded in a random draw. All reservations received after that date will be recorded in the order received.

After you decide which trip(s) you want to go on, complete a trip reservation form for each of those trips. Forward the reservation form, **with deposit check**, payable to **The Sailing Club, Inc.**, to the person indicated on the reservation form.

No reservation is accepted unless accompanied by a check in an amount equal to the deposit for each person named on the reservation form.

A confirmation notice will be sent to you indicating your status on the trip. Your status will be one of the following:

Confirmed: You are a confirmed participant. When boat and crew assignments have been made, you will be sent a copy of the crew list.

Wait-listed until additional crew and/or skippers sign up: There is still space on the trip, but additional crew and/or skippers are needed before further boat and crew assignments can be made.

Wait-listed on a full trip: As of the day your reservation form was received, the trip was full. The Trip Leader will keep you advised of any changes in this status. Reservation checks will not be deposited until you are confirmed on the trip.

If you know in advance that a trip is full and you want to be placed on the wait-list, you must still send in a reservation form and a deposit check.

Typically, a boat will sail with no more than one empty space aboard. Vacancies will be filled from the trip wait-list. Deposit checks will be returned, usually *after* the trip has been completed, to anyone wait-listed who does not get on a trip.

TRIP PRICING

The price of the trip includes charter fees for the boats and occasionally pre-determined miscellaneous trip-related expenses such as slip fees. Food, fuel, traveling expenses, and other incidentals are handled separately by each boat's crew, and therefore, are NOT included in the quoted trip price, except as described in the write-ups.

The Club covers its members for the damages that may occur on the trip. Nonetheless, this does not relieve the skipper AND crew from equally sharing the responsibility for providing for a safe and enjoyable trip for all involved.

The price for children is pro-rated based on sleeping accommodations. If a child shares a bunk with his/her parents or if two children share a single bunk, their cost is half the trip price. A child using one bunk all on his/her own must pay the full trip price.

The Sailing Club, Inc. depends solely on the voluntary efforts of Trip Leaders, Assistant Trip Leaders and Club-qualified skippers to plan, organize and lead the various cruising activities the Club engages in for its members.

In recognition of the large amount of effort and responsibility these individuals undertake, the following trip price discounting applies: Trip Leaders and Skippers shall each receive a 50% discount; Assistant Trip Leaders shall receive a 25% discount; before any non-discounted expenses, such as moorings or transportation.

FINAL PAYMENT

A payment schedule is located at the end of each trip write-up with final payment due dates indicated on both the trip reservation form and the confirmation notice. **Late payments are subject to a \$10 late charge.**

New reservations made after the final payment date must include FULL payment. Late charges do not apply in this situation.

Qualified skippers who want to reserve an entire boat must first contact the Trip Leader to confirm boat availability. A reservation form and a check covering all spaces on the boat must be sent to the Trip Leader.

CANCELLATIONS AND REFUNDS

For most trips, full refunds will be given for cancellations made **30 days or more** (or as stated in the trip write-up) before the trip departure date. Cancellations after that date are **not** refundable if no replacement is found, regardless of reason, even medical. Otherwise a \$25 fee will apply, regardless of reason or replacement.

In the event anyone cancels less than 30 days before the trip departure date and no replacement is available, he or she will also be required to pay any additional fees and charges that cannot be canceled prior to the trip in addition to forfeiting all trip fees paid to date.

For trips that require more advanced planning, stricter refund policies may be implemented. Participants are always advised to read all trip documentation carefully.

NOTE: Individuals will not be permitted to select a replacement unless the wait-list is empty.

Any refunds due will typically be held until after the trip has been completed unless the Treasurer and the Trip Leader both agree to an alternate arrangement.

TRAVEL INSURANCE

The Sailing Club recognizes that some trips represent a significant investment for its members. The Club also feels that this long-standing cancellation policy is more than fair to its members. However, it is possible for members to individually take out travel insurance for a particular trip. There are several publicly available policies that can provide coverage for medical expenses, trip cancellation/interruption, baggage damage, and more. Members should make their own decisions regarding insurance that would provide coverage appropriate to their needs, and that they feel best protects them in their individual situations. One useful resource for comparing plans is www.insuremytrip.com.

BOAT AND CREW ASSIGNMENTS

Several weeks prior to the trip, the Trip Leader meets with the designated skippers to assign boats and crew. Primary importance is given to ensuring that each boat has sufficient experience among the crew. Once experienced crewmembers have been assigned, the rest of the crewmembers are allocated. *Safety is, has been, and always will be our number one consideration.*

If you or anyone in your party has a medical or physical condition (i.e., allergies, restricted mobility, motion discomfort, non-swimmer, etc.) that might affect your safety or anyone else's, you may want to advise your skipper, or a fellow crew member. This may be done privately and should be done before boarding the boat, if not prior to the pre-trip meeting. He or she can then offer some suggestions to safeguard your comfort and well being. Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.

The boats we charter are all different in regard to model, size, age, overall layout, and interior accommodations. *Furthermore, boats are randomly assigned.* Crew assignments will be made with as much consideration given to personal preferences as possible, including smokers/non-smokers, and sleeping arrangements (i.e., couples/singles, distribution of males/females).

Minor children may be accommodated on any trip. Children will only be assigned to a boat with the **complete agreement of the skipper and the entire crew**. Children's reservations will be taken in order of receipt and will maintain their priority as boats are filled. **Children under the age of 12 are required to wear a life jacket at all times, except when below decks.**

PRE-TRIP MEETING

An informational meeting for all trip participants is held approximately two weeks prior to each trip. The Trip Leader will forward information and location for the meeting. At the pre-trip meeting, the Trip Leader will summarize the proposed trip itinerary and answer any questions you may have concerning the trip. Individual crews have the opportunity to meet their skipper and crewmates in order to plan meals, decide berth assignments, and organize travel arrangements. All crewmembers are expected to attend.

ADDITIONAL TRIP INFORMATION AND DETAILS

On the first night of each trip crews usually arrive at the marina, stow their gear, have dinner at a local restaurant, and sleep aboard the boats. The skipper and charter agent will conclude the boat checkout the following morning if not completed the previous day. Then the crews will be thoroughly briefed on boat operations and safety. Finally, the trip is under way!

The Trip Leaders plan an itinerary for the trip which typically includes anchoring out one night and the opportunity to explore and dine ashore another. Breakfast and lunches are normally eaten aboard. Individual boats may opt to establish their own daytime cruising plans according to the desires of the skipper and crew; however, all boats are expected to meet at the designated evening anchorage. Hourly radio checks confirm each boats location and progress.

Along with brushing up on sailing skills, relaxation, socializing, and sightseeing ashore, additional trip activities may include swimming or kayaking (bring your own equipment).

In general, all boats are equipped with stoves, ovens, coolers, a limited supply of hot and cold running water, showers and toilets, and basic kitchen utensils. Boats typically feature a galley area (kitchen), salon (living/dining room), heads (small bathrooms!) and forward and aft cabins. In addition to assigned food and beverage responsibilities, crewmembers should bring bedding and towels as well as any other personal gear. Always pack in soft luggage.

No two boats, even of the same model, are identical. However, in general, onboard accommodations are simple and efficient, sometimes described as “camping on the water.” It is also close quarter living at its best! The fresh breezes, blue waters, the thrill of adventure, and perhaps most importantly, the camaraderie of the group are the true incentives of our trips!

Remember...we sail rain or shine, so be prepared!



ON THE WATER TRAINING ROCK HALL, MD

MAY 18 – 19, 2013

This two-day training experience is your opportunity to get back on the water and practice your boat handling and sailing skills. On the Water Training (OWT) gives new sailors experience steering the boat and performing each role during anchoring, reefing, rescuing, and sailing. Experienced sailors have the opportunity to take command through practice maneuvers and brush up on less-used skills.



This year's OWT will include exercises in line handling and steering while leaving and approaching docks, slips, and moorings. We'll practice rafting and separating as well as anchoring techniques. We'll review effective communication -- both on board and over VHF -- and practice sailing skills including sail trim, tacking, and jibing.

Tentative agenda:

Friday, early boarding around 4 p.m. if boats are available. Dinner in town.

Friday May 17, 9 p.m. – Post supper discussion of the effects of wind, current, and prop walk while maneuvering.

Saturday May 18, 8:00 a.m. to 4:00 p.m. – Boat systems overview, communication, essential knots. Under power exercises. Under sail exercises. Lunch on the water. Dinner ashore.

Sunday May 19, 08:30 a.m. to 3:00 p.m. – Under sail – sail trim, man overboard, heave to. Anchoring and rafting drills. Lunch on the water.



Unlike most of our trips, this course is not preceded by a pre-trip meeting. The boats return to their slips each night, and dinners are ashore. Everyone is responsible for supplying their own breakfasts and lunches. Coordination among crews is encouraged, once boat assignments have been made.

The cost of this event is **\$275.00** per person. This price covers only charter fees. Food, fuel, and other incidental expenses are additional and will be handled by each boat's crew. Reservations are on a first-come, first-served basis. The **FULL AMOUNT** and [Release of Liability and Zero Tolerance Form](#) must accompany your reservation form. Please make your check payable to *The Sailing Club, Inc.* and mail it, along with your completed reservation and forms, to Mia McCroskey at the address below. The Club's standard 30-day cancellation policy applies for this event.

Trip Leader

Mia McCroskey
19 Manor House Drive, K-12
Dobbs Ferry, NY 10522
914-693-0074
miamc@aol.com

Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.



TRIP RESERVATION FORM

On Water Training
Rock Hall, MD
May 18 - 19, 2013

(PLEASE PRINT)

NAME _____ M F

2013 Sailing Club Member Non-Member (please also complete and submit membership form)*

MAILING ADDRESS

Address Line 1 _____ Address Line 2 _____

City _____ State _____ ZIP _____

PHONE (H) _____ (Other) _____ Email: _____

Non-Smoker (NS) Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below. Prefer to sail with non-smokers

My sailing experience to date is: _____

ALSO RESERVE _____ SPOT(S) ON THE TRIP FOR :**

NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS

_____ people × \$275.00	FULL PAYMENT DUE AT SIGN-UP	TOTAL: _____
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Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc*
- Release of Liability and Zero Tolerance Form (copies available from the Club's website - <http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf> and the Trip Information Package)

Mia McCroskey
19 Manor House Drive,
K-12
Dobbs Ferry, NY 10522
914-693-0074
miamc@aol.com

* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: www.TheSailingClub.org, or from the Trip/Assistant Trip Leader.

** Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip _____

Date of Trip _____

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, _____ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

_____ I certify that I am in good physical condition and am a competent swimmer.

_____ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date



**ROCK HALL, MD
RHODE RIVER
ST. MICHAELS**

JUNE 15 – 17, 2013

The June trip has a little bit of everything we go sailing for. First, there should be great winds for those purists among us. Second, there will be a raft-up with the accompanying partying going on. Third, there will be a night in a marina with full shore facilities available and many fine restaurants for our dining pleasure, where we will also have time for shopping in our favorite mecca on the eastern shore, St. Michaels, MD. Lastly, we'll be sailing on great boats from Haven Charters. If all this doesn't turn you on, then turn in your membership card!!

On Friday evening, June 14 we travel down to Haven Charters in Rock Hall, board our boats, stow gear and head to one of the local establishments for dinner with some of our old and new crewmates.

Saturday the skippers finish up on last-minute boat checkout with the charter firm. If you have questions, the skipper will be happy to answer them as well as brief you on the boat, its equipment and all safety procedures. Then we head out into the Chesapeake and sail southwest, under the Chesapeake Bay Bridge, past Annapolis, Thomas Point Shoal Lighthouse, and into the Rhode River on the Western shore. Once in the Rhode we will pick out a sheltered anchorage for building our raft. This is a very pretty area with few man-made structures along the shore. We will probably have one of our famous hors d'oeuvre parties, going from boat to boat to sample each one's culinary delights.



Sunday we depart the Rhode River, head across the Bay and up into Eastern Bay toward St. Michaels where we have slips at St. Michaels Marina. We have our choice of many fine restaurants within walking distance of the marina. "Disappointment" is an unknown word when dining in this quaint, historic town.

There should be time for a trip through town to shop in one of the many delightful shops available, before leaving St. Michael's behind. We head back up the Eastern Bay or through Kent Narrows back to Rock Hall. After cleaning up and off-loading gear, it's bon voyage for the ride back home. We will all definitely have fond memories of another great Chesapeake Bay sail!

The cost of the trip is **\$380.00** per person (Skippers - **\$200.00**). This price covers charter fees and slip fees in St. Michaels. All food, fuel, pump-out, and other incidental expenses are additional and will be handled by each boat's crew. A **\$100.00** deposit and [Release of Liability and Zero Tolerance Form](#) must accompany your reservation form. Please make your check payable to *The Sailing Club, Inc.* and mail it, along with your completed reservation and Release forms to Bob DuBois at the address below. Reservations will be processed beginning **April 5, 2013** with a random draw of those received by that date. All reservations received after that date are on a first-come, first-served basis. The balance of **\$280.00** will be due **May 1, 2013**. The Club's standard thirty-day cancellation policy applies for this event.

A pre-trip meeting will be held approximately two weeks before the trip, at a time and place to be announced. All participants should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

Trip Leader

Robert DuBois
9 Militia Road
Whitehouse Station, NJ 08889
908-534-1346
bobbyd16@yahoo.com

Assistant Trip Leader

Bob Rainey
2006 South Branch Drive
Whitehouse Station, NJ 08889
908-872-9101
rjrainejr@aol.com

Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.



TRIP RESERVATION FORM

**Rock Hall, MD
Chesapeake Bay
June 15 – 17, 2013**

(PLEASE PRINT)

NAME _____ M F

2013 Sailing Club Member Non-Member (please also complete and submit membership form)*

MAILING ADDRESS

Address Line 1 _____ Address Line 2 _____

City _____ State _____ ZIP _____

PHONE (H) _____ (Other) _____ Email: _____

- Non-Smoker (NS) Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below. Prefer to sail with non-smokers
- Club-qualified and willing to Skipper (Please attach resume).
- Club-qualified and willing to be First Mate

My sailing experience to date is: _____

IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

ALSO RESERVE _____ SPOT(S) ON THE TRIP FOR :**

NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS

_____ people × \$100.00	_____ people × \$380.00 after May 1, 2013	TOTAL: _____
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- Check made payable to *The Sailing Club, Inc.*
- Release of Liability and Zero Tolerance Form (copies available from the Club's website: <http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf> and the Trip Information Package)

Bob DuBois
9 Militia Road
Whitehouse Stn, NJ 08889
908-534-1346
bobbyd16@yahoo.com

* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: www.TheSailingClub.org, or from the Trip/Assistant Trip Leader

** Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip _____

Date of Trip _____

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, _____ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

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I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

I certify that I am in good physical condition and am a competent swimmer.

I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date



**NEW YORK HARBOR DAY SAIL
JERSEY CITY, NJ**

AUGUST 17, 2013

This year's day sail will have special appeal for everyone in the club ... beginners, intermediates and seasoned sailors. True North Sailing School will be providing us with four (4) J-24's including their own skippers. This means you can choose to participate or sit and enjoy the scenery.

Sailing low on the water in a tiller-steered J24 will give you a whole new perspective on boat handling. Throw in the spectacular sights of New York Harbor and we've got the formula for a perfect day. The plan is to sail with the most favorable winds and tides. The True North Sailing School and Cruising Club operates out of Jersey City. On Saturday, August 17, 2013, our charter will leave the dock in the early afternoon and return by dinner time. All this sailing for just \$150 per person! After putting our boats to bed, we'll plan on some "grub" and festivities at one of the near-by "watering holes."

Crew Arrangements

Each J-24 comes with a skipper. We will add four (4) club members to make up the crew.

Meals and Travel

Each boat's crew is responsible for coordinating the details of snacks and beverages. Keep in mind, there are no stops. Crew rosters will be published in advance just like our multi-day sailing trips, but each crew is responsible for its own independent pre-trip meeting or e-mail exchange to work out snack menu and car pools. Directions and parking locations will be sent to all participants.

J24 Sloop

The J24, with its flared topsides keeps its crew dry! It is a sloop rig, tiller steered, and features a comfortable cockpit. Auxiliary power is provided by an outboard motor. The J24 has a large saloon, good for privacy and stowage for your gear. For information about True North Sailing School, visit their web site at www.sailtruenorth.com. The fleet is kept in slips at the pier at 500 Washington Blvd in Jersey City.

The cost of this event is **\$150.00**. The trip price covers charter fees and fuel. **Full payment** is due with the reservations form. Checks for the full amount should be made payable to *The Sailing Club, Inc.* and mailed, along with the [Release of Liability and Zero Tolerance Form](#), and your completed reservation form, *and True North's release form*, to Steve Krakauer at the address below. Reservations will be processed beginning on **April 5, 2013** with a random draw of those received by that date. All reservations received after that date are on a first-come, first-served basis. The Club's standard thirty-day cancellation policy applies for this event.

An entire boat may be reserved with full payment for the boat, subject to boat and space availability. The event will be held rain or shine, but in the event of extreme weather, a rain date may be scheduled. We only have four (4) boats available. That's it! Don't get left on the dock waving.

Trip Leader

Steve Krakauer
11 Clark Court
Basking Ridge, NJ 07920
908-306-0898
stevekrak@gmail.com

Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.



TRIP RESERVATION FORM

**N.Y. Harbor Day Sail
Jersey City, NJ
August 17, 2013**

(PLEASE PRINT)

NAME _____ M F
 2013 Sailing Club Member Non-Member (please also complete and submit membership form)*

MAILING ADDRESS

Address Line 1 _____ Address Line 2 _____
 City _____ State _____ ZIP _____

PHONE (H) _____ (Other) _____ Email: _____

Non-Smoker (NS) Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below. Prefer to sail with non-smokers

IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

ALSO RESERVE _____ SPOT(S) ON THE TRIP FOR :**

NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS

_____ people × \$150.00	FULL AMOUNT DUE AT SIGN-UP	TOTAL: _____
-------------------------	----------------------------	--------------

Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc.*
- Release of Liability and Zero Tolerance Form (available from the Club's website: www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf and the Trip Information Package)
- True North Release Form (www.thesailingclub.org/forms/thisyear/TrueNorth.pdf)

Steve Krakauer
 11 Clark Court
 Basking Ridge, NJ 07920
 908-306-0898
 stevekrak@gmail.com

* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: www.TheSailingClub.org, or from the Trip/Assistant Trip Leader.
 ** Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip _____

Date of Trip _____

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, _____ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of its successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

_____ I certify that I am in good physical condition and am a competent swimmer.

_____ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., its officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date

**Newport Sailing School and Cruising Club Inc.
DBA The True North Sailing School
500 Washington Blvd.
Jersey City, New Jersey 07310**

Assumption Of Risk And Complete Release Form

Name (Please print) _____

Street _____

City, State, Zip _____

Phone _____

Cell _____

In consideration of permission to use, today and all future dates, the property, boats, service, and facilities of True North Sailing I, the undersigned hereby expressly agree:

- 1) THAT sailing is a participation sport and I am fully aware of the risks and hazards involved in or arising from my use, participation or presence upon the facilities and boats. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE UPON THE FACILITIES AND BOATS including, without limitation, the risks of bodily injury, death and / or loss or damage to personal property.
- 2) TO RELEASE TRUE NORTH SAILING and all of it 's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising from my use of or presence upon the facilities, boats or equipment, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of True North Sailing Agents or boats or equipment supplied by True North Sailing.
(PAGE 1 of 2)
- 3) THIS RELEASE shall be binding upon my heirs, administrators, executors, assigns and legal representatives.
- 4) TO WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and / or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release.
- 5) IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY TRUE NORTH SAILING AND OUR AGENTS.
- 6) I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

DATE _____ SIGNATURE _____

I am a guest of (print member name) _____



**SAN FRANCISCO BAY
SAUSALITO, ALAMEDA,
BERKELEY, CALIFORNIA**

SEPTEMBER 15 – 22, 2013

San Francisco is poetry. Even the hills rhyme. – Pat Montandon

You'll lose your heart to the fantastic sailing on San Francisco Bay this September when we spend a week exploring and watching some America's Cup racing. We were fortunate to reserve two 41-foot charter yachts during the final week of the America's Cup. We don't expect to be able to get any more boats, so space is very limited on this trip of a lifetime. The only way we'll miss the Cup finals is if one team sweeps the best of ten the previous week, but that's not very likely. No matter what, we'll enjoy the same strong winds, challenging currents, and fascinating sights of this great destination.



The week starts on Sunday September fifteenth, when we can board the boats at 10:00 AM. Catch an early flight from New Jersey to arrive at the marina mid-day, or fly in on Saturday and spend the night in a hotel somewhere in the Bay area. Each crew will coordinate separately their provisioning at local stores, get settled in, and enjoy a kick-off dinner near the marina. Our two boats are in different locations: Sausalito and Alameda, so we'll postpone our full group kick-off until the following evening.

On Monday the fleet will form in Ayala Cove at Angel Island. This is a short sail for the Sausalito crew, and the boat coming from Alameda will count on their friends to arrive early enough to get moorings in this popular cove. We will raft up, but the first boat needs to secure moorings to both bow and stern. Once everyone is settled, we'll enjoy our first group get-together in usual Sailing Club form.

Tuesday the seventeenth is designated the sixth race day (assuming nobody has won it already). We'll drop our moorings and head south to the race course along the north shore of San Francisco between Alcatraz and the Golden Gate Bridge. As part of the spectator fleet, we'll need to observe appropriate protocol (keeping a safe distance from the racers), but we'll do our best to maintain a good vantage point to watch these swift competitors in this most famous of all sailing competitions.

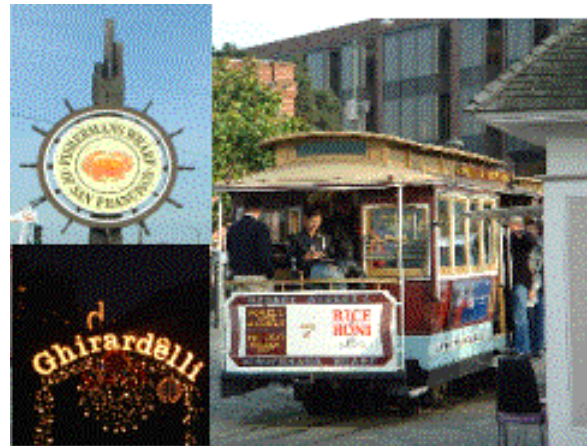
There are two races each day. When they end, we'll head to Belvedere Cove, across Richardson Bay from Sausalito. We'll raft up again so that we can critique the days' races using our superior knowledge of match racing tactics.



Wednesday we'll head east across the bay to the origin of the beat generation, birthplace of Kinkos, and hippy mecca: Berkeley. We'll get to slips early enough so that we can wander through this historically significant town and enjoy dinner ashore. There are restaurants at the marina, you can walk the mile to town, or take the bus that stops at the marina every half hour.

On Thursday we head southwest across the Bay, dodging Alcatraz, to San Francisco. If the Cup wasn't claimed on Tuesday, there will be more racing today and we'll join the spectators once again. If not, we'll still test our own skill against the Bay's currents and breezes before heading into slips, either at Pier 39 Marina, adjacent to Fisherman's Wharf, or at South Beach Marina at the other end of the Embarcadero, next to McCovey Cove and AT&T Park, the home of the San Francisco Giants.

Friday is a lay day in the city. Depending on the marina we end up at, you can catch a bus the Embarcadero to Fisherman's Wharf, change to a cross-town route up the hill to Coit Tower, Chinatown, Market Street, or all the way out to Golden Gate Park. Don't forget to catch a ride on a Cable Car! We'll all meet up for a final group dinner that night.



Saturday morning the two boats bid one another goodbye and head for their respective bases, getting in as much final sailing as they can along the way. Crews can spend Saturday night on board, or make separate arrangements if you plan to stay on in the area. We're officially off the boats at eight o'clock Sunday morning.

Two years in the planning, combining America's Cup racing and one of the most fun cities in America, this trip will be a sellout. Reserve your spot today!

The cost of this event is **\$1400.00** (Skippers **\$796**) per person. This price covers charter fees, fuel and final pump-out. Airfare and ground transportation, pre- and post-trip lodging, food, slip and mooring fees, and other incidental expenses are additional and will be handled by each boat's crew. A **\$250.00** deposit and [Release of Liability and Zero Tolerance Form](#) must accompany the reservation form. Reservations will be processed starting **March 15, 2013** with a random drawing of those received by that date. All reservations received after that date are on a first-come, first-served basis. Please make your check payable to *The Sailing Club, Inc.* and

mail it, along with your completed reservation form and Release of Liability form, to Steve Krakauer, at the address below.

Progress payments are as follows: **April 5 \$385** **May 5 \$385** **June 5 \$380**

CANCELLATION POLICY: Full refund will be given for cancellations made prior to **June 15, 2013**. Cancellations after that date are only refundable if a replacement can be found. The Sailing Club highly recommends that individuals purchase travel insurance for this trip. One resource for comparison shopping of insurance is www.insuremytrip.com.

A pre-trip meeting will be held at a time and place to be announced. All crewmembers should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

Trip Leader

Mia McCroskey
19 Manor House Drive, K12
Dobbs Ferry, NY 10522
914-693-0074
miamc@aol.com

Assistant Trip Leader

Steve Krakauer
11 Clark Court
Basking Ridge, NJ 07920
908-306-0898
stevekarak@gmail.com

Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.



TRIP RESERVATION FORM

San Francisco
September 15 – 22,
2013

(PLEASE PRINT)

NAME _____ M F

2013 Sailing Club Member Non-Member
(please also complete and submit membership form) *

MAILING ADDRESS

Address Line 1 _____ Address Line 2 _____

City _____ State _____ ZIP _____

PHONE (H) _____ (Other) _____ Email: _____

Non-Smoker Smoker **NOTE:** Smoking is not allowed at any time, on deck or below. Prefer to sail with non-smokers

Club-qualified and willing to Skipper (Please attach resume).

Club-qualified and willing to be First Mate

My sailing experience to date is: _____

IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

ALSO RESERVE _____ SPOT(S) ON THE TRIP FOR**:

NAME _____ Ph. _____ M F S/NS

NAME _____ Ph. _____ M F S/NS

NAME _____ Ph. _____ M F S/NS

NAME _____ Ph. _____ M F S/NS

_____ people × \$250.00	SEE TRIP WRITE-UP FOR PAYMENT SCHEDULE	TOTAL: _____
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Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc*
- Release of Liability and Zero Tolerance Form (available from the Club's website: www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf and the Trip Information Package)

Steve Krakauer
11 Clark Ct.
Basking Ridge, NJ 07920
908-306-0898
stevekrak@gmail.com

* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: www.TheSailingClub.org or from the Trip/Assistant Trip Leader.

** Please use the back of this form to describe the sailing experience of other sailors for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip _____

Date of Trip _____

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, _____ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

_____ I certify that I am in good physical condition and am a competent swimmer.

_____ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date



**CHESAPEAKE BAY
ROCK HALL, MD
BALTIMORE INNER HARBOR**

OCTOBER 19 – 21, 2013

October is one of my favorite times to sail on the Chesapeake. Some of the best winds can be found at this time of year! This trip is a celebration of our 30th Sailing Season and follows a similar float plan to a trip run ten years ago. A trivia contest covering The Sailing Club history and other important nautical facts will provide cutthroat competition for the coveted prizes.

We will early-board our 3 sloops at Haven Charters in Rock Hall, MD on Friday evening, with plans to dine at a local restaurant after stowing gear on the boats and getting as much of the boat checkouts completed as possible. Skippers will orient their crews with the features of the boats.

Rock Hall Harbor was once an important ferry terminal and fishing port. Its name comes from the slang use of the word "rocks" to mean oyster shells. The building that was the center of the oyster industry, surrounded by piles of "rocks" that had been discarded, came to be known as Rock Hall. Today, its marinas and restaurants attract cruisers in significant numbers, complementing the vessels of local bay men who have worked adjacent waters for generations.

We have planned an exhilarating visit to Baltimore's Inner Harbor. We'll shove off on Saturday morning as soon as our affairs with the charter manager are concluded. Of course at this time of year the cabins will be filled with the smell of fresh-brewed coffee to fortify us on our journey. Our course is west-northwest up the Patapsco River. It is a Saturday, so it is unlikely that we will have to share the river with lumbering merchant ships. Up we go ... past Seven Foot Knoll, up past White Rocks, and eventually past Fort McHenry.

We have arranged berths at the Inner Harbor East Marina, providing the shortest walk to the Inner Harbor attractions, Little Italy, and Fells Point. The last time I was there I enjoyed a superb dinner at Bertha's Mussels, but there will be a wide choice for dinner and activities. Even if you've been to Baltimore lately, it is always a special feeling to sail into a harbor so intimately connected with America's history. No doubt most of you will take your fill of indigenous seafood delicacies on Saturday night. Regardless of what other delights and temptations you choose to indulge in while in Baltimore, this evening belongs entirely to you!

When Sunday dawns, we will be bound back out to the Bay. We will race on the wind and rendezvous in the Magothy River. The classic structure of Baltimore Light marks the lower entrance to Craighill Channel. It is also a perfect waypoint for the entrance to the Magothy - a

relatively small river in the Chesapeake Bay estuary system. It is a prime target for recreational boaters in the warmer months but it becomes tranquil and serene in the fall and winter. In October, the river will be bereft of the warm-weather skiers and personal watercraft. If we anchor behind Dobbins Island, we will have protection from the south and west but still have a magnificent view back towards the mouth of the river; and a spectacular sunset is planned. If the weather suggests a snug harbor, we will travel further north on Sillery Bay, past Purdy Point and secure our raft-up north of Gibson Island. The raft party on the October trip has seldom been a disappointment. It is an opportunity to share the moment one last time with a favored shipmate. It is also a chance to make the first acquaintance of new members. In addition to the official trivia competition, the creative crews of each vessel will produce an enticing spread of hors d'oeuvres to share with everyone.

Monday morning we have a short sail back to Rock Hall. There will be time, if anyone desires, to dip below the Bay Bridge or to have a leisurely breakfast before heading back to the marina.

The cost of the trip is **\$370.00** per person (Skippers - **\$195.00**). Trip price includes charter fees, and one night's slip fees. Fuel, provisioning, pump-out, and other incidentals are additional and will be handled by each boat's crew. A **\$100.00** deposit and [Release of Liability and Zero Tolerance Form](#) must accompany your reservation form. Please make your check payable to *The Sailing Club, Inc.* and mail it, along with your completed reservation and Release forms, to Bob Rainey at the address below. Reservations will be processed beginning **April 5, 2013** with a random draw of those received by that date. All reservations received after that date are on a first-come, first served basis. The balance of **\$270.00** will be due **September 4, 2013**. The Club's standard thirty-day cancellation policy applies for this event.

A pre-trip meeting will be held approximately two weeks before the trip, at a time and place to be announced. All participants should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

Trip Leader

Bob Rainey
2006 South Branch Drive
Whitehouse Station, NJ 08889
908-872-9101
rjraineyjr@aol.com

Assistant Trip Leader

Steve Krakauer
11 Clark Court
Basking Ridge, NJ 07920
908-306-0898
stevekrak@gmail.com

Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.



TRIP RESERVATION FORM

Baltimore
Inner Harbor
October 19 - 21, 2013

(PLEASE PRINT)

NAME _____ M F

2013 Sailing Club Member Non-Member (please also complete and submit membership form)*

MAILING ADDRESS

Address Line 1 _____ Address Line 2 _____

City _____ State _____ ZIP _____

PHONE (H) _____ (Other) _____ Email: _____

Non-Smoker (NS) Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below. Prefer to sail with non-smokers

Club-qualified and willing to Skipper (Please attach resume).

Club-qualified and willing to be First Mate

My sailing experience to date is: _____

IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

ALSO RESERVE _____ SPOT(S) ON THE TRIP FOR ** :

NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS
NAME _____	Ph. _____	<input type="checkbox"/> M	<input type="checkbox"/> F	S/NS

_____ people × \$100.00	_____ people × \$370.00 after September 4, 2013	TOTAL: _____
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Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc*
- Release of Liability and Zero Tolerance Form (available from the Club's website: www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf and the Trip Information Package)

Bob Rainey
2006 South Branch Drive
Whitehouse Station, NJ 08889
908-872-9101
rjraineyjr@aol.com

* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: www.TheSailingClub.org or from the Trip/Assistant Trip Leader.

** Please use the back of this form to describe the sailing experience of other sailors for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip _____

Date of Trip _____

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, _____ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

I certify that I am in good physical condition and am a competent swimmer.

I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date



2013 Annual Membership Form

You must complete a new form each year

Membership year is **April 1** of the current year through **March 31** of the following year

TYPE OF MEMBERSHIP: (Check one) - **DO NOT COMBINE MEMBERSHIP WITH ANY OTHER PAYMENT**

<input type="checkbox"/> Individual Membership at \$30 annually	Membership fee payable to: The Sailing Club, Inc. Mail to: Clara Matejka 11 Cedar Street Basking Ridge, NJ 07920
<input type="checkbox"/> Household Membership at \$40 annually (All MUST reside at same address)	

Dues are not deductible as charitable contributions for federal income tax purposes

MEMBER INFORMATION		
PLEASE COMPLETE EVEN IF YOU ARE A RETURNING MEMBER		
Primary Member Name:		
Other Household Member Name(s):		
Current address:		
City:	State:	ZIP Code:
Home Phone:	Cell Phone:	
Primary email:		Secondary email:
<i>Broadcast email Notice: The Sailing Club frequently uses email to inform members of upcoming Club activities.</i>		

Minor(s) (less than 18 years old) names and ages: _____

Sailing Experience

Primary Member	<input type="checkbox"/> None	<input type="checkbox"/> Beginning	<input type="checkbox"/> Some	<input type="checkbox"/> Moderate	<input type="checkbox"/> Considerable <i>(Please attach resume)</i>
Other Household Member	<input type="checkbox"/> None	<input type="checkbox"/> Beginning	<input type="checkbox"/> Some	<input type="checkbox"/> Moderate	<input type="checkbox"/> Considerable <i>(Please attach resume)</i>

Sailing Experience Categories:

- **None:** May or may not have been on a sailboat. Lacks understanding of how sailboats work, or how to perform any maneuvers.
- **Beginning:** Sailed on small boats or participated in sailing charters. Understands wind direction and basic boating safety. Has knowledge of sailing terminology and some sail handling. Performs sailing maneuvers under close supervision.
- **Some:** Sailed on large auxiliary sailboats as active crew. Understands wind direction, boating safety, sailing terminology, knot tying, sail handling, inland rules of the road and galley safety. Knows radio and "head" procedures. Steers boat with minimal rudder movement. Performs sailing maneuvers under general supervision.
- **Moderate:** Sailed on large auxiliary sailboats as active crew. Has the required knowledge, skills and experience as a sailor with "Some" experience, with the addition of anchoring, docking, maneuvers under power and navigation. Recognizes changing weather patterns and is an experienced helms person in emergency and adverse sailing conditions. Performs sailing maneuvers without direction and is capable of functioning as a first mate on an auxiliary sailboat.
- **Considerable:** Has the required knowledge, skills and experience as a sailor with "Moderate" experience with the addition of boat system troubleshooting and advanced piloting. Capable of assuming full responsibility for the boat and crew as skipper.

PLEASE NOTE that sailing conditions are dynamic. Your safety, and that of your crewmates, depends on your good physical health and agility.

I hereby apply for membership in The Sailing Club, Inc. and acknowledge the following:

1. I agree to abide by the Bylaws and Policies of The Sailing Club, Inc. [www.thesailingclub.org/forms/ByLawsIssue5.pdf]
2. I am fully aware of the risks associated with sailing, and that this application incorporates the full terms of the Mutual Release of Liability and Indemnification on page 2 of this document.
3. In no way will I hold The Sailing Club, Inc., or any of its agents, responsible should I be physically or mentally injured while participating in any activity which in any manner could be associated with my membership in The Sailing Club.

Primary Member Signature

Date

Other Household Member Signature

Date

Mutual Release of Liability and Indemnification

_____ and _____ (hereafter "Member(s)") hereby enters into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration of the following: (1) Member(s)' being permitted by the The Sailing Club, Inc. (aka "The Sailing Club") to participate in The Sailing Club events and have access to The Sailing Club facilities, (2) that these events and facilities are provided for purely recreational purposes for the mutual pleasure of the participants and (3) that Member does not wish to expose any of his/her personal assets to the risk of an adverse judgment.

Member(s) hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from my use of or presence upon the facilities, boats or equipment, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s agents or boats, or equipment supplied by The Sailing Club, Inc.

Member(s) agrees that he/she will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which the Member now has or which he/she may have arising out of or in connection with his/her participation in any events associated with The Sailing Club. Member(s) agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release.

Member(s) fully understand that sailing is a participation sport and is fully aware of the risks and hazards involved in or arising from the use, participation or presence upon the facilities and boats affiliated with The Sailing Club. Member(s)' signature(s) hereon shall serve as a release, indemnification and assumption of the risk on behalf of Member, and his/her spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

MEMBER(S) HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE USE OF OR PRESENCE UPON THE FACILITIES AND BOATS AFFILIATED WITH THE SAILING CLUB including, without limitation, the risks of bodily injury, death and/or loss or damage to personal property. Member(s) fully understands that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, Member fully understands that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

Member agrees that he/she shall not rely on the judgment of any of the Released Parties when participating in The Sailing Club events. He/she assumes the responsibility to judge his/her fitness to participate in The Sailing Club events and his/her capabilities to face the risks and hazards inherent in any of the activities related to these events. Member(s) further recognizes that he/she alone is responsible for his/her safety while participating in The Sailing Club events.

Member(s) acknowledge that if he/she IGNORES THIS AGREEMENT AND FILES SUIT, HE/SHE WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

Member(s) hereby acknowledges and agrees that New Jersey law governs his/her participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, Member(s) agrees that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Each Member Must **Initial** One:

- _____ I certify that I am in good physical condition and am a competent swimmer.
- _____ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associated with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agrees that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Primary Member Signature

Date

Other Household Member Signature

Date

If more than two adults in the household, please attach additional forms with their signatures.

-----THIS SECTION FOR CLUB USE ONLY-----

CHECK NO: _____	DATE REC'D _____	CHECK AMOUNT _____	RENEWAL _____	NEW TO CLUB _____
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DATE SENT FOR DEPOSIT _____	DATABASE UPATED _____	COMMENTS _____
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