



2018 Annual Membership and Release Form

You must complete both pages of this 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: Eleanor Popolizio 43 Mt. Pleasant Pkwy Livingston, NJ 07039
<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		
<i>THIS MUST BE COMPLETED, EVEN IF YOU ARE A RETURNING MEMBER</i>		
Primary Member Name:		
Other Household Member Name(s):		
Current address:		
City:	State:	ZIP Code:
Home Phone:	Cell Phone:	
Primary email:	Secondary email:	
<i>email Notice: The Sailing Club frequently uses email to inform members of upcoming Club activities We do not share our list.</i>		

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

Sailing Experience

<u>Primary Member</u>	<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>
<u>Other Household Member</u>	<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:

- I agree to abide by the Bylaws and Policies of The Sailing Club, Inc.
- 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.
- 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
-----------------------------------	---------------	---	---------------

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



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 _____

DATE SENT FOR DEPOSIT _____ DATABASE UPDATED _____ COMMENTS _____