



SBSYC
SARASOTA BAY SINGLES YACHT CLUB

P.O. Box 11281
Bradenton, FL 34282

MEMBERSHIP APPLICATION
NEW and RENEWAL AGREEMENT and LIABILITY WAIVER

I hereby apply for membership or renewal of membership in the Sarasota Bay Singles Yacht Club, herein referred to as "SBSYC", on the terms and conditions set forth in this application, both this page and page 2.

Applicant Name:
Address:
City: State: Zip:
Cell Phone: Home Phone:
Business Phone: Email Address:
If you don't want your phone and email information given to the general membership, check here. []
IN CASE OF EMERGENCY NOTIFY THE FOLLOWING PERSON:
Contact Name: Relationship to Applicant:
Home Phone: Alternate Phone:

With the submission of this application, I have included the appropriate fee for:

- [] Standard Membership and Renewal (Includes 6 sailing vouchers) \$60.00
[] Additional Sailing Classes (Includes 6 sailing vouchers) \$60.00

Membership year: January 1 – December 31.

If you sign up for additional sailing classes, any left over additional sailing class vouchers may be used the following year.

TERMS AND CONDITIONS

Upon acceptance as a member, I agree to abide by the Bylaws of the Association as they now stand or shall be amended in the future. By-Laws are available for review at any general membership meeting. A copy will be furnished to members upon joining SBSYC and as By-Laws are amended.

All correspondence related to the official and lawful business of SBSYC shall be conducted in writing and, if mailed to SBSYC, shall be addressed to the official business address of SBSYC as shown on the face of this application (top center of page) and if mailed to the member, shall be addressed first to the member's last known address or then to the address given by the member on the face of this application. It is the obligation and responsibility of the member to inform SBSYC of changes of address, personal phone numbers, changes of emergency information, or changes of marital status when they occur or within a reasonable time thereafter (within forty- five [45] days shall be considered a reasonable time.)

Membership Dues and Other Fees: I agree to pay my membership fees and other SBSYC related expenses when due. If dues or other charges become delinquent, my membership privileges may be suspended by SBSYC. Such a suspension, however, does not relieve me of the obligation to pay expenses, which I have incurred.

Please initial here

Sail Activities: Together with other members, I am entitled to schedule dates for sailing classes on a space available basis. No specific number of sailing classes during any time period is guaranteed and all arrangements are subject to the perils of the sea, adverse weather conditions, unforeseen damage to vessels or other circumstances over which the Club has no control. My inability or failure to meet one or more sailing classes, for which I had previously committed, shall not be grounds or excuse for non-payment of any expenses or fees for those sail activities. In addition to sailing, I am entitled to enjoy other SBSYC privileges, as may be available from time to time.

Controlled Substance Agreement: I agree that I will not bring any controlled substance aboard or have any controlled substance in my possession while aboard any boat being used in any SBSYC activity. I agree to not use or be under the influence of any controlled substance while participating in any SBSYC activity. (A controlled substance is defined as "illegal drug substances" or "prescription drugs" for which one does not have prescription, and does not include alcohol or tobacco products).

Acknowledgment and Assumption of Risk: I, the undersigned, acknowledge and agree that sailing is an activity that may, at times, involve a significant risk of serious personal injury, death, and/or property damage. I understand there are natural, mechanical, and environmental conditions which independently or in combination with my own and others activities, may cause property damage or severe or even fatal injuries to others or me.

I acknowledge and agree that I alone am responsible for my safety while engaged in sailing activities, including boarding, disembarking, or while aboard any boat, being fully aware of the risks, conditions, and hazards of sailing activities, I specifically **ASSUME ALL RISK** for my safety while participating in any sailing activity or event sponsored in whole or in part by SBSYC, including its directors, officers, members, guests, agents and representatives. It is my understanding that for normal club events, such boats are being used on a voluntary basis without compensation to anyone, and that there is no employee/employer relationship of any kind.

I further understand that any information provided by SBSYC to its members is for informational purposes only and that SBSYC does not make or imply any guarantee, warranty or recommendation as to the character or qualification of any of its members, or the condition of their boats or equipment. Therefore, I agree that as a member or guests of SBSYC, it is my responsibility to be knowledgeable about sailing safety and to use good judgment when selecting events, boats, skippers or crew.

Release and Discharge from Liability: Being fully aware of the risks, conditions and hazards of sailing activities, I specifically Release and Discharge the SBSYC, member boat owners, skippers, guests, crew, representatives, and others participating in SBSYC activities from any and all liabilities, claims, demands, or causes of action, in law or equity, for any personal or property damages, physical or emotional injury, distress, or death sustained by me in connection with any SBSYC activity. I give the Release and Discharge whether such liabilities are known or unknown, and even though such liabilities may arise out of negligence or carelessness on the part of SBSYC, member boat owners, skippers, guests, crew, representatives, and others. This Release and Discharge shall not be subject to any claims of mistake of fact or inadequacy or lack of consideration.

Promise Not to Sue: I promise not to institute, initiate, or assist in the prosecution of any suit, claim, or action at law or equity, against SBSYC, member boat owners, skippers, guests, crew representatives, or others for any damages or liabilities whatever, which I or my heirs, executors, administrators, or assigns hereafter may claim have arisen from my participation in any SBSYC activity and I will indemnify all parties for any loss due to such action.

Legal Remedies: This Agreement shall be governed by the laws of the State of Florida. In the event suit is brought to enforce any of the provisions herein and judgment is entered against me, I agree to pay all such sums, costs and reasonable attorney's fees associated with such suit. If any provision of this agreement is held to be invalid by a court of legal jurisdiction, the same shall be deemed severed and shall not invalidate this agreement or any of its remaining provisions.

I acknowledge (1) that I have read the entire Membership Application and Agreement, including this page and page 1 and page 2, especially the sections titled "Release and Discharge from Liability", and "Promise Not to Sue", and will abide by all of the provisions herein and (2) that I am a single person and not living with a spouse.

Applicant for Member Signature

Date

Print Name

Applicant for Member Signature

Date

Print Name

MEMBER PROFILE: This questionnaire is intended to help us to know something about your level of sailing experience and what your preferences are. This form is used for planning future activities. **PLEASE PRINT CLEARLY** (so someone besides you can read it). Thanks!

SBSYC groups its members into 5 categories according to skill level: Skipper, Mate, Advanced Crew, Crew and Novice. At this time we are on the honor system. Smart sailors will not represent their ability to be greater than it is, for the obvious reason that they will soon be found out and may also endanger the lives of their friends and fellow mates by doing so. How would you rate yourself?

- Skipper:** I am a seasoned veteran sailor who has a great amount of knowledge in all aspects of sailing, including safety, navigation, docking and anchoring, the law, common sense, leadership, and who has commanded a vessel often in the past. I may have a Coast Guard license or an ASA "Bareboat" certificate (or equivalent). (See page 2 for Skipper and Vessel Profile).
- Mate:** I am a seasoned sailor who has somewhat less experienced than a skipper but could take command of the vessel in an emergency, confidently run a man-overboard maneuver, and bring the boat home safely. I may have an ASA "Bareboat" certificate (or equivalent) but choose not to list myself as "Skipper".
- Advanced Crew:** I have 25+ day sails, some coastal cruises and some night sails under my belt and I really know my stuff. I may be a serious or semi-serious racer (or former racer). I know "right of way", can read a compass and do basic to advanced navigation. I might even be "Mate" but choose not to list myself as such.
- Crew:** I have been on 10 to 25 day sails, maybe a coastal cruise or two (cruising the Caribbean and letting your partner do all the crew work doesn't count). I may have taken some sailboat classes (through recognized sailing schools or equivalent). I know basic sailing terminology, basic boating safety, how to hoist sails and get under sail and points of sail. I know about sheets, halyards and "The Boom" (Most sailors fall into this category).
- Novice:** I have not spent much time on a sailboat, maybe 6-8 day sails with friends. I have little or no formal knowledge as a sailor. I may have taken some sailboat classes (through recognized sailing schools or equivalent) but don't remember most of it.

Participation in running the Club is required of all members. The idea is that everyone does a little so that no individual gets used, abused and burned out. You can't sail out of this one. Of the following standing committees, which would you prefer to serve on? List preferences in order, (i.e.) #1, #2, #3.

- Membership
- Newsletter
- Event Coordinating
- Skipper Event
- Phone-tree
- Website
- Program Planning

Do you own a boat? Yes No If you own a boat, would you like to use it with the club? Yes No
If the answer is yes, please complete the following:

Boat Name: _____, Mfg & Model: _____

Length: _____, Beam: _____, Draft: _____, Color: _____

Home Port: _____ Maximum Crew: _____, Minimum Crew: _____

What is your primary interest or reason for applying? _____

Would a 1-day "Intro to Sailing" Seminar be of interest to you? Yes No

Sponsoring member signatures:

1. _____ Date: _____ 2. _____ Date: _____

ACCEPTED: SARASOTA BAY SINGES YACHT CLUB

By: _____ Title: _____ Date: _____