

Philadelphia Sailing Club *Mutual Release of Liability and Indemnification* 2012

Page 1 of 2 (both pages must be completed for Membership to be effective)

_____ (hereafter "Member") 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 Philadelphia Sailing Club ("PSC") to participate in PSC events (including but not limited to day sails, weekend trips and off-shore trips) and (2) that these events are held 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 hereby releases the PSC, its officers, fellow members, fellow crew members, and the Experienced Crew Members ("ECM"), their heirs, administrators, successors, agents and assigns individually and jointly (hereafter "Released Parties") from any and all liability for property damage, personal injury (either physical or emotional), and/or death that may occur during Member's participation in any PSC events for any reason whatsoever, including specifically the carelessness, negligence, gross negligence and/or strict liability of any Released Party.

Member 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 PSC events.

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

Member assumes all of the risk of participation in PSC events with the full understanding that sailing can be a hazardous sport, including, but not limited to the risk that one or more of the Released Parties may cause property damage, personal injury (either physical or emotional) or death by their carelessness, negligence, gross negligence and/or strict liability.

Member assumes the responsibility to judge his/her fitness to participate in PSC events and his/her capabilities to face the risks and hazards inherent in any of the activities related to these events. Member further recognizes that he/she alone is responsible for his/her safety while participating in PSC events.

Member's signature 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.

In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, Member agrees that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

Member hereby acknowledges and agrees that Pennsylvania law governs his/her participation in all PSC events and the construction and interpretation of this 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.

Initial one: (Required)

_____ Member certifies that he/she is in good physical condition and is a competent swimmer.

_____ I certify that I am not a competent swimmer, however, I willingly choose to participate in PSC events knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release the PSC, it's officers, members, fellow crew members and the Experienced Crew Members ("ECM"), their heirs, administrators, successors, agents and assigns, individually and jointly (the "Released Parties"), from any and all liability that may arise from my participation in PSC 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 PSC events as a non-swimmer.

MEMBER SIGNATURE (Required)

DATE (Required)

In case of an emergency, notify: (Required)

Print Name

Phone

Philadelphia Sailing Club Application for Membership 2012

Page 2 of 2 (both pages must be completed for Membership to be effective)

Membership year is January 1st to December 31st. New memberships paid after Sept 30th are good through the following year.

Name _____ Signature Required at the bottom of this form

Renewal with changes PLEASE FILL IN CHANGES ONLY Please Print Legibly

Occupation _____
Have computer? ___ Are you able to open Microsoft Word documents? Yes ___ No ___, PDF documents? Yes ___ No ___
Address _____ City _____ State _____ Zip _____
Telephone: Home _____ / _____ - _____ Work _____ / _____ - _____ Cell _____ / _____ - _____
Birth Date MM ___ DD ___ YR _____ E-mail Address _____

Single () Married () Male () Female () Smoker () Non-Smoker () I can swim () I know CPR ()
Number of years sailing on large auxiliary sailboats? as skipper _____ as crew _____ as ballast _____
Have you ever owned your own boat? Yes () No (). If yes, what size _____ feet.
Number of days sailed in last 3 years? Boat size and capacity? (skipper, crew, ballast): _____

Experience Self-Rating: In order to assist PSC in assigning an adequately experienced mix of crew to our charter boats, each member is required to rate his or her experience utilizing the definitions listed below. Proper rating of your sailing skills is extremely important to your safety and that of your fellow crewmembers.

All crewmembers must be agile and in good physical health. (Please check only one below.)

- None No sailing experience or has been on sailing charters but did not take part in sailing maneuvers.
- Beginner 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.
- Intermediate 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.
- Advanced Sailed on large auxiliary sailboats as active crew. Has the required knowledge, skills and experience as an "Intermediate" sailor 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.
- Experienced Has the required knowledge, skills and experience as an "Advanced" sailor with the addition of boat system troubleshooting and advanced piloting. Capable of assuming full responsibility for the boat and crew as skipper.

Your membership cannot be accepted until you sign the Mutual Release (pg 1) and the following waiver of responsibility: I understand the following concerning my membership in the Philadelphia Sailing Club (PSC):

- (1) I give PSC permission to put my name, email & phone numbers and photograph in any newsletter, membership roster, publication or website;
- (2) In no way will I hold PSC 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 PSC;
- (3) I agree to abide by the Bylaws & Standing Rules of PSC and to conduct myself in a safe and responsible manner when participating in any activity, which is in any way associated with the PSC.

Signature: (Required) _____ Date: (Required) _____

Make checks payable to: **Philadelphia Sailing Club**. Please enclose **\$35.00** membership fee (\$40.00 after March 1st).

Mail check & application to: **PSC, c/o Linda LaChapelle, 1 Braxton Rd. Rosemont, PA 19010**

My check includes my \$ _____ contribution to the Chesapeake Bay Foundation.

I have interest in the following committee(s): Social () Membership () Instructional () Seahorse Fleet ()
Charter Reservationist () Publicity () Welcoming () Sail Program () Special Activities () Becoming an ECM ()