

Manhattan Sailing Club Skipper Agreement

I, _____ (print name), understand that acquiring Skipper Privileges entails a higher level of responsibility as the actions of me and my boat can affect the well being of the club and the enjoyment of all members, both current and future. By becoming a Skipper at the club, I agree to the following:

1) I agree to accept total responsibility for any club boat which I sign out, regardless of who is onboard, who is steering, what maintenance has occurred or what other outside conditions exist.

2) I agree that I will never take any club boat sailing which I feel for any reason is unsafe.

3) I attest that I can always return a club boat to the dock, no matter what occurs, including damage to the boat, failure of the engine, etc.

4) I agree that before departing the dock, I will always complete in a full and proper manner, a Float Plan which includes the full names of all crew, and I will also sign out after finishing every sail.

5) I agree that I and my crew will wear lifejackets from before my boat departs the dock until after it has returned and tied up safely.

6) I agree that I will only take a club boat sailing when I have an adequately charged and functioning hand-held VHF radio onboard. If I do not have a VHF radio, I agree that I will not take a boat sailing.

7) I agree to monitor the weather before and during sailing. I understand that thunderstorms and squalls represent a danger to my crew. I agree to return my boat to the correct dock before a thunderstorm or squall strikes. If I fail to do this, I agree to voluntarily report this to the Commodore and accept a minimum 30 day suspension of my Skipper Privileges.

8) I agree that if I am not able to return my boat to dock before a thunderstorm, squall or darkness, I will contact the club prior to the storm or darkness on VHF CH 69 to inform them of my position. In the case of a storm, I agree to also contact the club as soon as possible after the storm to inform them of my status.

9) I agree to maintain a proper lookout on my boat at all times. I understand that it is my responsibility to avoid any and all collisions and that the racing rules

or the actions of another boat are not an excuse for any collision.

10) I agree to reimburse the club for up to \$2,000.00 for any and all damage to a boat I am operating. I also agree that in the case of my own negligence for failing to avoid a collision which results in significant damage to any vessel (regardless of whether I was the stand-on or give-way vessel) or negligence for operating a boat in an unsafe manner or in unsafe conditions (including operating in too much wind or with too much sail), I will be responsible for up to \$4,000.00 in damage.

11) I agree to abide by all club rules for the conduct of skippers and the use of boats. I understand that these rules are posted on the club website and that it is my responsibility to keep informed of changes or updates to club rules.

12) I agree to be a contributing factor towards the club's emphasis on safety and education. I agree to assume a leadership role in demonstrating safe boating to other members.

13) If I am involved in a collision or other cause which removes a boat from service and from all members, I accept suspension of my Skipper Privileges until that boat is returned to club service.

14) I understand that sailing is a sport which involves risk such as injury, loss or damage. I understand that I share the responsibility for safety and agree to practice safe boating. I agree not to sue other members or the Manhattan Sailing Club and to hold harmless all other members and the Manhattan Yacht Club, Inc., their agents, officers and employees from all claims of injury to person or property arising from my participation in sailing through Manhattan Sailing Club.

15) I understand that my Skipper privileges begin with the signing of this agreement and remain active until I cancel the privileges by sending a written note to the club or my privileges are canceled by the club.

I understand and agree to the above.

Signature of Member: _____ Date: _____