

SANDY HOOK BAY CATAMARAN CLUB

WAVE SAILBOAT BORROWING POLICY AND WAIVER

This policy governs the borrowing of the Wave Sailboats owned by Sandy Hook Bay Catamaran Club (Club). The privilege to borrow a boat from the Club is just that, a privilege; borrowing a boat from the Club is not a perquisite of membership, rather it is an extra-ordinary privilege that can be granted only a limited basis.

Currently, the Club owns three Wave Sailboats that it is making available to Club Members. The Club may grant a member enrollment in the Loaner Boat Program, based on the following criteria:

1. The member's sailing ability;
2. The member's knowledge of the procedures for setup, launch, & return of boat and equipment;
3. The member's proposed destination;
4. The number of people;
5. The member's experience trailering or otherwise transporting similar boats, if it is to be used off-site, and the suitability of the member's vehicle for the proposed transportation;
6. The member's verification of the "rules of the road"; and
7. The member is at least 21 years of age.

The member must be skilled in tacking, jibing, parking, righting a capsized boat, man overboard drills, radio protocol, and Coast Guard response. Members will be tested on their skills and must demonstrate their level of proficiency via a checkout by a certified sailing instructor. Members not passing the checkout, as determined by the instructor, will be referred to a recommended sailing instructional course. Members may only sail in Sandy Hook Bay – there is no sailing beyond Sandy Hook or East of R2 or inside of any navy zone. There is also no sailing within the Atlantic Highlands harbor. The Wave Sailboats are limited to no more than 2 occupants.

Members Checks Prior to Launch:

Prior to leaving the dock, members must ensure the Coast Guard has not issued a "Small Craft Advisory" or higher, as the WAVE Sailboats are not to be operated in such conditions. Members should further ensure the 2-way radios are operational and in good working order, if equipped with a small engine, that there is sufficient gasoline for the trip, and that all lines and sales are in a safe and operational condition.

Risks Involved in the Activity:

We do not want to heighten your fears or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of the various risks. This is not a complete list of risks you may encounter. It is your responsibility to get additional information about the risks you are about to undertake.

- I acknowledge that sailing entails known and unanticipated risks which could result in minor or catastrophic physical or emotional injury, paralysis, death, damage to personal property, or injury to third parties.
- I understand that such risks cannot be completely eliminated without jeopardizing the essential nature and qualities of the activity.
- I understand that the risks of participation include, but are not limited to: exposure to adverse weather conditions, being ejected, thrown or washed overboard or falling into the water; injuries from climbing on or off the boat, hypothermia, sunburn, heat exhaustion or heat stroke, seasickness, slip-and-fall, being cut or impaled by sharp objects, bruises, head trauma, sprains, strains, broken bones, dislocations, encounters with dangerous marine life, sinking of the boat, and death by drowning.
- The Club may be ignorant of your fitness level or abilities. The Club might misjudge the weather or elements. The Club might give inadequate warnings or instruction and the equipment may break or malfunction.
- I understand that there is a chance of injury resulting from the negligence and carelessness on the part of the Club and fellow sailors.

Conditions of Participant:

- You must be in moderate physical condition, have good balance, be able to move about a sailboat while underway, and be able to climb on and off a boat unassisted.
- You must have intermediate level swimming ability, be able to tread water in the open ocean for a period of not less than 20 minutes.
- All participants must wear life preservers (PFDs) at all times.
- No participant may be under the influence of alcohol or drugs prior to borrowing a Wave Sailboat and no participant may consume alcohol, drugs, or tobacco products, including vape pens, while on board the vessel.
- All participants must execute this release of liability.
- All participants must be current members of the Club.

WAIVER OF LIABILITY

In consideration of using the Club's Wave, I hereby agree to release and discharge the Club, its owners, directors, members, employees, volunteers, crew, and all other persons acting in any capacity on their behalf, on behalf of myself, my children, my parents, my heirs, personal representatives, and my estate.

I affirm that I have an understanding and appreciation of the risks involved in participating in sailing, a potentially dangerous activity, and that my participation in the activity is voluntary. **By signing this document, I acknowledge that if I am hurt or my property is damaged during my participation in this**

activity, I may be found by a court of law to have waived my right to bring a lawsuit against the Club or Club Affiliates on the basis of any claim from which I have released them.

I hereby voluntarily release, forever discharge and agree to defend, indemnify, and hold harmless the Club and Club Affiliates harmless from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or in use of the Wave, Club facilities, equipment, or property, including any such claims which allege negligent acts or omissions of the Club or Club Affiliates.

Should the Club or Club Affiliates be required to incur attorney's fees and costs to enforce this agreement, I agree to pay liquidated damages, and indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate health, disability, life, and other insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

All contracts or agreements with the Club are entered into in the judicial district of Monmouth County, State of New Jersey. Should either party bring or initiate a suit or action before any court, it shall be brought in Monmouth County, State of New Jersey, regardless of whether a party may not be a resident or maintain a domicile or business in the State. I further agree that the law of the State of New Jersey will apply in any action brought, without regard to the conflict of law rules of the State.

I agree that film, photographs, videotape, or digital imagery of me as a participant in the activity becomes the property of the Club and may be published, displayed, used for promotional or commercial purposes.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in force and effect.

I have read this entire document, been given an opportunity to ask questions which clarify the meaning and purpose of this document, understand the document, and agree to be bound by its terms.

Participant Signature

Participant Printed Name

Address, City, State, Zip

Phone

Date

ADDITIONAL WAIVER – FOR MINORS

(To be signed by parents and/or guardians of participants under age 18)

In consideration of my and my minor child and/or ward being permitted to participate in its activities and use of its equipment and facilities, I further agree to defend, indemnify, and hold harmless the Club and Club Affiliates from any and all claims brought by me, or on behalf of the minor listed below, by anyone whatsoever, and which are in any way connected with such participation or use by the minor.

Parent/Guardian Signature

Minor's Printed Name

Parent/Guardian Printed Name

Minor's Age