

MEMBERSHIP AGREEMENT

1. I understand that the Neptune Sailing Club is a non-profit club organized primarily to promote day sailing. I understand that the club has no regular employees to maintain equipment or supervise members in sailing activities.
2. I understand that my membership in the club is given in consideration of the Initiation Fee and payment of dues as determined in accordance with the Club Bylaws
3. I understand that until I complete the basic course of instruction and/or pass the Skipper Rating Tests (both written and practical), I will be able to use Club boats only under the supervision of qualified club members or as authorized by a club instructor.
4. I understand that membership entitles Skipper Rated adult members of my family to all sailing and other membership benefits described in the Club Bylaws subject to payment of dues and compliance with rules adopted by the Club Board of Directors.
5. I agree to read and comply with all Coast Guard Regulations and Boating Safety rules that apply to use of the craft owned by the Club.
6. I have read the Club Bylaws that outline the rights and responsibilities of membership and I agree to be bound by those provisions as stated or amended.
7. I have read the current edition of the Club Rules as adopted by the Club Board of Directors and I agree to comply with those rules as stated or as subsequently amended by the Board of Directors.
8. To the extent not covered by the insurance issued for the benefit of the Club, I agree to indemnify and hold harmless the Neptune Sailing Club, its members, instructors and officers (herein called the "Club"), from any liability and damage to any Club boats or other property whatsoever, caused by or related in any way to the use of or possession of the Club's boats or equipment by me or by anyone else using a boat checked out to me or a member of my family. I understand that the Club shall have no liability to me or to others for theft, loss, damage, or destruction of the cargo or any contents of any Club boat checked out to me and I will indemnify the Club and save it harmless from any claims in respect thereof. This provision shall not be construed to require the Club to maintain liability, casualty or any other form of insurance, but reflects the intent of the Club that insurance obtained by the Club is intended to benefit the Club, me, other members and guests who are on or around Club boats or other property with the Club's permission as established by rules of the Club from time to time. Accordingly, the Club waives subrogation rights against me, any other member or guest who is on or around Club boats or other property with the Club's permission (as established by rules of the Club from time to time).
9. I understand that my financial responsibility for club dues continues until I have submitted a written letter of resignation to the Club Board of Directors.

10. I understand that I will be responsible for any costs incurred by the Club as the result of any damage to the boat and its equipment under my care up to the insurance deductible if such damage is the result of negligence, careless, unsafe, or improper operation of the boat and/or its equipment. I understand that I am responsible to report boat damage, missing equipment, potential gear failure and any condition that would endanger those using the boat.
11. I understand that I am responsible to have each of my guests sign and date the Release and Waiver of Liability provided by the Club.
12. I understand that I am responsible for inspecting a boat prior to use to ensure that the boat and its equipment is in safe and proper working order and that all federally required equipment is on board. I further understand that because the club has no permanent employees, only my personal inspection of a boat before checking it out can certify its safety and seaworthiness.
13. I agree that neither I nor my family or my guests will operate Club boats or equipment while under the influence of any intoxicant or illegal substance and that to do so is grounds for immediate expulsion from the Club. I further agree to replace, at my cost, any Club boat or equipment confiscated by law authorities resulting from the use or possession of illegal substances by me, my family, or my guests.

By my signature below, I acknowledge that I understand the above listed terms and conditions of membership and that I agree to them.

Print Name

Signature

Date