

# Morro Bay Yacht Club Student Member Waiver



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<b>Student Member's Name</b>			
Local Address	City	State	Zip
Mobile Phone	Email:		

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**Student Member:** Please acknowledge that while participating as a student member of the Morro Bay Yacht Club you will do the following

1. Follow all rules of Morro Bay Yacht Club including Policy Letter 13 Student Membership (below).
2. Wear a life jacket at all required times when on a club boat.
3. Be responsible for all equipment uses and return all equipment to its proper place after use.

**Applicant's Signature(s)**

**Date**

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## **POLICY LETTER #13 B.2 TITLE: Student Membership**

**Introduction:** The addition of student membership is to allow college students to pursue the sport of sailing at the time of his or her college career.

**Purpose:** The purpose of this policy letter is to set guidelines for student members and interaction between student, junior and regular members.

### **Policy:**

1. Student membership is open to persons who meet the requirements set forth in the By Laws of the club. All student memberships will be reviewed by the student advisors, junior advisors and by the MBYC Board of Directors. Membership can be reconsidered at any time if deemed necessary by the student and junior advisors.
2. Student members may not hold office in the Morro Bay Junior Yacht Club.
3. Student members will annually select a student member to be their representative for the purpose of liaison between themselves, student and junior advisors and also the MBYC Board of Directors.
4. The use of all MBYC sailboats is restricted to student members in good standing. The Summer sailing program is restricted to student members in good standing. The Summer sailing program will use those boats designated by the junior advisors and student advisors. All student members will wear personal flotation devices (PFDs) when sailing or using the dock facility.
5. Operation of the Bomber will be restricted to student members who possess a proficiency certificate issued by the student advisor or the Port Captain. The Bomber may only be used during an emergency, or an organized student member event or to support the Summer sailing program.
6. A student member who processes the appropriate certification issued by the student advisor or Port Captain may only operate the boat hoist.
7. Student members may sail club boats providing the Summer sailing instructor or student advisor has certified them.
8. Student members will be issued individual MBYC membership identity cards. The back of these cards will be used to record various equipment use certifications achieved by each student member. Student members should present their cards if asked by a MBYC member.
9. Club boats sailing in Morro Bay must be within the boundaries of the harbor area. Sailing outside the Harbor mouth is cause for immediate suspension of club boat use, as is the failure to respond to Harbor Patrol or Coast Guard direction. Student members will be responsible for returning club boats and equipment in normal working order to proper storage at the end of each day. Student members are responsible for reporting any damaged or broken gear to the student advisor. Equipment damaged or broken due to negligence or horseplay may result in loss of sailing privileges and cost of the repair may be billed to student member. Boats temporarily secured at dockside will use the designated yellow zone or such location as deemed best by the Port Captain or student advisor.
10. The Clubhouse boatyard is designated for club or boating related activities only. Privately owned vehicles will enter the yard only for the purpose of delivering or retrieving boats or equipment.
11. The club entrance key for the head (bathrooms and showers) will be available in the MBJYC storage building. Student members using these facilities will ensure that the Clubhouse door is locked after each use. This is the only club key available to the student members. Access to the main clubhouse is limited to those times when regular or associate members are present.
12. Under normal circumstances the student advisors will interface between the student members and the MBYC Board of Directors, although the advisor may ask for student representative to make presentations to the board on occasions. All student members will be provided with a copy of this policy directive, as well as revisions as they occur. A copy of this policy directive will be posted in the MBJYC storage facility for ready reference.

**RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT**

I understand that I am financially and otherwise responsible for any damage to any boat or property or any injury caused by my negligent or intentional behavior. I will follow all rules of due care and of the instructions of the supervising members to avoid any such damage or injury.

**RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to attend, compete, officiate, observe, be a spectator, work for, or participate in any way in Morro Bay Yacht Club (Hereinafter, "MBYC" ) Event(s) (defined as any event conducted by and/or sponsored by and/or endorsed by the MBYC or the Cal Poly Sailing Team "CPST" (herein referred to jointly as MBYC), or being permitted to enter for any purpose any area in which MBYC Event(s) are conducted, THE UNDERSIGNED as well as for himself/herself, his/her personal representatives, heirs and/or next of kin:

1. ACKNOWLEDGES, agrees and represents that he or she has or will, immediately upon entering any such area of MBYC Event(s), and will continuously thereafter, inspect such area of entry and he or she further agrees and warrants that if at any time he or she feels or observes any thing or condition in the said area to be unsafe, he or she will immediately advise the officials of such thing or condition, and will leave the said area and/or refuse to participate in the MBYC Event(s);
2. HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE the MBYC, and/or any officer, member or representative of the foregoing, or any spectators, all of which are jointly and sometimes referred to herein as the "Releases," from ANY AND ALL LIABILITY to the undersigned, his or her personal representatives, assigns, heirs and/or next of kin, FOR ANY AND ALL LOSS OR DAMAGE, and any claim or demands therefor on account of INJURY to the undersigned's person or property, or resulting in the DEATH arising out of or related to the MBYC Event(s) in any way whatsoever, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;
3. HEREBY AGREES TO INDEMNIFY and SAVE AND HOLD HARMLESS the Releases and each of them from any LOSS, LIABILITY, DAMAGE OR COST he or she may incur arising out of or related to the MBYC Event(s) in any way WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;
4. HEREBY ASSUMES full responsibility for ANY RISK OF BODILY INJURY, DEATH or PROPERTY DAMAGE arising out of or related to the MBYC Event(s) in any way CAUSED BY THE NEGLIGENCE or INTENTIONAL ACTS OF THE RELEASEES OR OTHERWISE;
5. HEREBY ACKNOWLEDGES that this MBYC Event(s) may involve activities which are DANGEROUS and may involve a risk of personal injury to the participant of the MBYC Event(s) and involve the risk of DEATH, SERIOUS INJURY and/or property damage. Each of the undersigned expressly acknowledges that injuries received may be compounded or INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES of the Releases;
6. HEREBY AGREES that this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK and INDEMNITY AGREEMENT extends to ALL ACTS OF NEGLIGENCE by the Releases, including but not limited to NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the United States of America, of the laws of the State of California, and/or of the laws of the State having jurisdiction, and that if any part or portion of this Agreement is held or determined to be invalid or without effect, it is specifically agreed the entire balance thereof shall, notwithstanding, continue in full legal force and effect; and
7. GRANTS permission to MBYC to use his or her name, voice, likeness and photographs, as well as photographs of his or her vessel or personal watercraft in publicity and/or promotional material in media of any kind or type whatsoever in the sole discretion of MBYC.

I HAVE READ, and/or IT HAS BEEN READ TO ME, this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement in its entirety. I fully understand its terms and I understand that I HAVE GIVEN UP SUBSTANTIAL RIGHTS that may belong to me by signing it FREELY and VOLUNTARILY, without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and UNCONDITIONAL RELEASE OF ALL LIABILITY to the GREATEST EXTENT allowed by law

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_