



## Sailing Club Membership Agreement

Package Purchase Date: \_\_\_\_\_

Membership Agreement remains in effect for the 2021 Sailing Season.

**Member Information (Please Print):**

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Last Name	First Name
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Address

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City	State	Zip Code
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E-Mail	Phone (cell)	Phone (work)
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Vessel Description: 30 foot Catalina Sailboat LEELA (the "Vessel")

Vessel Location: Montrose Harbor, Dock B, Slip 55

This Sailing Club Membership Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between The Joy of Sailing, LLC ("TJOS") and \_\_\_\_\_ ("Member").

TJOS and Member agree as follows:

1. TJOS hereby authorizes and permits Member the right to use and/or be aboard the Vessel, consistent with the terms and conditions of this Agreement, the TJOS Membership Qualification as set forth on the TJOS website [www.thejoyofsailing.org](http://www.thejoyofsailing.org), and pursuant to TJOS Club Guidelines and Policies, a copy of which is attached hereto and incorporated herein by reference, for the duration of the 2021 sailing season, beginning on the Package Purchase Date.

2. TJOS shall provide Member with instruction on safety and use of the Vessel

3. TJOS shall provide moorage and storage for the Vessel during the term of this Agreement.

4. Access to and use of the Vessel by Member is expressly limited and subject to the terms and conditions of this Agreement and the Club Guidelines and Policies. Reservations for sails shall be by sign up on the TJOS website, [www.thejoyofsailing.org](http://www.thejoyofsailing.org), on a first come first serve basis.

5. No Sailing Club Membership Agreement or Membership Package may be subleased or otherwise assigned.

6. It is important that Member treat the Vessel and equipment as if it were her own, assuring all members an enjoyable experience.

7. Member is entirely responsible for her guests, invitees, passengers and occupants while aboard the Vessel. PUBLISHED LOAD CAPACITIES of the Vessel will NOT be exceeded at any time (8 persons).

8. Member must limit the activities while aboard the Vessel to cruising, or, if swimming, only while at anchor with engine off. While accessing the Vessel or at any time in the water and near the Vessel, the ENGINE SHALL BE TURNED OFF. SCUBA DIVING AND

SNORKELING are expressly NOT ALLOWED while aboard the Vessel. Any other activity not listed above must receive permission by TJOS.

9. Member is responsible for damage which she negligently causes to the Vessel or any other persons or property, while aboard the Vessel, normal wear and tear of the vessel excepted.

10. ASSUMPTION OF RISK. Member understands and acknowledges that THERE ARE INHERENT RISKS INVOLVED WITH SAILING, including, *but not limited to*, equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants; entering and exiting the water; swimming, boarding or disembarking vessels; vessel malfunction or equipment failure; capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; attack by an encounter with insects; dangers created by the Member's or occupant's sense of balance, physical coordination, ability to operate equipment, and/or failure to following applicable rules or directions; weather; and activities on the docks. Member understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. Member understands and acknowledges that participation is entirely voluntary and hereby agrees that she is operating, using, or an occupant aboard the Vessel and related equipment provided by TJOS solely at her own risk. Member is fully aware of and assumes the dangers associated with the being aboard the Vessel and/or surrounding premises, and with the use and operation of the Vessel and equipment including but not limited to any and all types of injuries, illness, death, damage or loss and any resultant expenses from any of the foregoing risks and assumes all such risks. Member agrees that TJOS shall not be liable for any personal injury, illness, death, damage or loss sustained by Member, her family, guests, visitors, invitees, passengers, representatives, or agents while aboard or operating the Vessel or upon any premises owned or utilized by TJOS, including docks, piers and walkways.

11. Disorderly or indecorous conduct by Member, her family, guests, visitors, invitees, passengers, representatives, or agents which, as determined by and in the sole discretion of TJOS, may result in injury to any person or cause damage to the Vessel or other property of TJOS or others, or, through the actions of the aforementioned parties, harm the reputation of TJOS, shall be cause for immediate cancellation of this Sailing Club Membership Agreement without further obligation or liability on the part of TJOS.

12. It is mutually agreed that when TJOS accepts a Member for Sailing Club Membership, that TJOS shall not be held liable in any manner and is in no way be responsible to Member for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to Member's future use periods or for personal items attached to or stored in the Vessel. It is expressly agreed to by Member that she, in her sole discretion, may and does decide that the presence of her person or property at the marina and on or within the Vessel is evidence of her assuming the risk of any and all such losses.

13. TJOS is authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the Vessel or Member in moving the Vessel from the above specified location if TJOS deems it desirable under emergency or other unusual conditions to take such action either to protect or prevent damage to the Vessel or other surrounding craft or property

### **ADDITIONAL TERMS, RULES AND POLICIES**

**The following ADDITIONAL TERMS, RULES AND POLICIES are incorporated into this Sailing Club Membership Agreement and made a part thereof. Terms used have the same meaning as set forth above.**

A. **RESPONSIBILITY.** TJOS is not responsible for loss of running time due to weather, late arrivals, illness, accidents or mechanical failure. Member shall not conduct themselves in a careless or negligent manner, in an unlawful manner or for an unlawful purpose. No person under the influence of alcohol, drugs or a controlled substance shall be eligible to participate in skills training aboard, or otherwise operate, the Vessel. Furthermore, Member shall at all times exercise caution for the safety of the occupants in the Vessel and shall abide by all applicable federal, state, and local laws and regulations relating to the use and operation of the Vessel. Member is responsible for educating herself as to any and all laws and regulations that apply to the operation and use of the Vessel and its equipment.

B. **ALCOHOL, ILLEGAL DRUGS, MARIJUANA.** Illegal drugs, and marijuana are strictly prohibited on the Vessel at all times. In addition, alcohol is strictly prohibited on the Vessel during skills instruction sails. These waters are tightly patrolled and protected by marine patrol units, and TJOS bears no responsibility for any law enforcement activity taken for, toward

or against the Member.

C. WAIVER/RELEASE OF LIABILITY. In consideration of being a Member, and being permitted to participate in the activities of the Sailing Club, including but not limited to the use and operation of the Vessel, training and instruction, being aboard the Vessel, and/or participating in any activities of TJOS, Member, for herself, her spouse (if any), legal representatives, heirs, next-of-kin, agents, representatives and assigns, knowingly and voluntarily enter into this WAIVER/RELEASE OF LIABILITY, and hereby waives any and all rights, claims, losses, injuries, deaths, damages, actions, or causes of actions of any kind or nature whatsoever, and hereby releases and forever discharges TJOS and its officers, agents, members, directors, shareholders, owners, representatives and employees (hereinafter collectively referred to as "RELEASEES") for, from and against any and all claims, losses, damages, actions, or causes of actions of any kind or nature whatsoever, including but not limited to, for any physical, economic, non-economic, or psychological injury, damage to property, illness, paralysis, death, economic loss, emotional loss, or any other damages and losses whatsoever, that Member may suffer or incur as a result of her participation in the activities of the Sailing Club, including but not limited to the use and operation of the Vessel, training and instruction, being aboard the Vessel, and/or participating in any activities of TJOS, or otherwise.

**MEMBER ACKNOWLEDGES THAT SHE HAS READ THIS WAIVER/RELEASE OF LIABILITY AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY. MEMBER IS WAIVING ANY RIGHT THAT SHE MAY HAVE TO BRING LEGAL ACTION AND/OR TO ASSERT A CLAIM AGAINST TJOS OR ITS OFFICERS, AGENTS, MEMBERS, DIRECTORS, SHAREHOLDERS, OWNERS, REPRESENTATIVES AND EMPLOYEES.**

D. INDEMNIFICATION. Member agrees to indemnify, defend and hold harmless TJOS and its officers, agents, members, directors, shareholders, owners, representatives and employees from and against any and all claims, causes of action, damages to persons or property, injuries, deaths, expenses or liabilities of any nature whatsoever arising from or related to any and all activities of Member and Member's guests or invitees, including but not limited to, participation in the Sailing Club, the operation or use of the Vessel, training or instruction

provided by TJOS, equipment provided by TJOS, and being aboard the Vessel, regardless of the cause. Member's duty to defend, indemnify, and hold harmless shall include the duty to pay all attorneys' fees and costs incurred by TJOS in the defense of any such claims, or related to the defense and indemnification of TJOS. In addition thereto, Member shall be liable for all attorneys' fees and costs incurred by TJOS in enforcing the terms of this indemnification provision.

E. ATTORNEY FEES: Member shall pay TJOS's costs and expenses, including without limitation, reasonable attorney's fees, incurred in collecting amounts due from Member or in enforcing any rights of TJOS arising under this Agreement.

F. CHOICE OF LAW; FORUM; JURISDICTION. This Sailing Club Membership Agreement including the **ADDITIONAL TERMS, RULES AND POLICIES**, shall be construed under the substantive laws of the State of Illinois in effect as of the date of its execution, and if any provision shall, for any reason, be found to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provision of this Agreement. Member agrees that this Agreement, including the terms of any and all releases, waivers of liability, assumptions of risk, and indemnification provisions, are intended to be as broad and inclusive as permitted by the law. Any actions relating to the enforcement or substance of this Agreement shall be brought in the state or federal courts located in Cook County, Illinois, and Member expressly agrees to submit to the personal jurisdiction of said courts.

**IN SIGNING THIS SAILING CLUB MEMBERSHIP AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ, UNDERSTAND AND ACCEPT THE FOREGOING PARAGRAPHS, TERMS AND CONDITIONS IN THEIR ENTIRETY, INCLUDING WITHOUT LIMITATION, THE ADDITIONAL TERMS, RULES AND POLICIES, CLUB GUIDELINES AND POLICIES, AND RELEASES, WAIVERS OF LIABILITY, ASSUMPTIONS OF RISK, AND INDEMNIFICATION PROVISIONS, AND THAT I SIGN THIS AGREEMENT VOLUNTARILY AND OF MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THIS DOCUMENT, HAVE BEEN MADE. I REPRESENT AND WARRANT THAT I AM AT LEAST TWENTY-ONE (21) YEARS OF AGE.**

**MEMBER**

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Signature

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Printed Name

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

*Accepted By*

**THE JOY OF SAILING, LLC**

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Signature

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Printed Name

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Title

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



## **CLUB GUIDELINES and POLICIES**

### **Purpose of the The Joy of Sailing Club, (hereafter referred to as the "Club"):**

1. To open a space for women to enjoy the benefits of sailing in every way by providing boating lifestyle opportunities.
2. To empower women to learn to sail and progress their sailing abilities.
3. To open a space for women to connect with like-minded women for friendship and fun.
4. To help women on their journey of deepening their relationship with self, others, and the universe.

**Club Description:** The Club is an all women members only sailing and friendship building opportunity provided in a safe, convenient, and educational environment. The Club program is designed for new and accomplished sailors to benefit from sailing skills training, pleasure sailing, camaraderie, and a spirit of enjoying the beauty of our universe. The Joy of Sailing is an inclusive organization for all women-identified individuals. We welcome all women regardless of race, religion, or sexual orientation.

## **MEMBERSHIP**

### Club Member Qualifications

A member is defined as a woman who has joined the Club and purchased a purchasing a membership package

Active Member: A woman who has joined the Club and has at least one sail credit "in the bank"

Inactive Member: A woman who has joined the Club but does not have a sailing package for the current sailing period.

Club Member Requirements: Each member must meet the following requirements

1. Be at least 21 years of age
2. Sign a release a Membership Agreement
3. Be able to board and leave the boat without assistance. At this time, we are not equipped to handle disabled sailors and recommend the amazing Judd Goldman sailing program for those with disabilities.
4. Sailors must be able to understand and speak English for reasons of understanding and following safety commands, club guidelines and instructions.

### The Spirit of Membership

For the Sailing Program All members agree to:

- Participate in good faith. This includes acting with kindness, following commands of the Skipper/Captain and respecting all members
- Always mind their personal safety and the safety of others
- Bring their own food and drink on pleasure sails
- Notify the Commodore of any safety or personal issues that compromise the members ability to sail
- Never bring drugs or weapons onboard Leela
- During pleasure sails where swimming is involved, members swim at their own risk.



For the Social Program All members agree to:

- Contribute to pot luck meals during Tiki Fun
- Never bring drugs or weapons onboard Sea Biscuit, Leela or the dock
- Have as much fun as humanly possible

## GOING SAILING:

### Weekly Sailing Schedule

	Training	Pleasure	Friends/Family	Captain's Call
Tuesday	6pm-9pm		Up to 5 pm	
Wednesday		6pm-9pm	Up to 5 pm	
Thursday			Up to 9 pm	
Friday				All day/night
Saturday	11am-2pm	3pm-6pm		6pm-12am
Sunday	1pm-4pm	5pm-8pm	Up to 12 pm	

- *This schedule applies for all weeks and dates **except**: June 5-6, July 16-19 and August 21-27. During this time the boat will be on a "Captain's Call". Members will be invited to sail a long distance sail based on seniority that is determined by number of years in the club and sailing package purchased. These are friend sails that are free except for expenses. You are not paying for these sails, nor is Lynda obligated to do a sail...but she sure wants too!*
- *Weather cancellations: If the Captain/Skipper deems it unsafe to sail due to weather conditions, the sail will be cancelled and the member must sign up for another sail within that week. There are no refunds for canceled sails. If there is an issue re-booking within the scheduled sail week, contact Captain Lynda.*

### Booking Participation in Sailing

On thejoyofsailing.org website: purchase a membership sailing package and then click to the calendar and select your sails. If you are not signed up on the calendar, you are assumed to not be sailing. Sign up for a particular day/time is first come, first served.

This applies for every Sail Type except Friends and Family sails and Captain Call Pleasure sails. These are arranged directly with captain Lynda. Friends and Family sails are \$100 for 2 hours and \$150 for 3 hours and paid to Lynda prior to sailing. These are not booked on the website.

### Booking Participation in Social Programs

Social programs are not required to be booked. The events will be on the sailing calendar for reference. To coordinate participation in social events, an event text/email will be sent to members. No sign up on the website is required. Harbor Clean Up Fun is limited to 2 persons plus the skipper so respond early. Only active members may participate in social programs.

Note: The Club will make every effort to hold each social event however, the social program is not guaranteed because weather or unforeseen circumstances can mean we have to cancel the event(s).

## **GENERAL POLICIES**

- Any disputes between members must be brought to the Commodore's attention immediately and she will do her best to help the members resolve differences and mend their friendship.
- Any members violating Club guidelines and/or policies may have their membership cancelled without refund. Cancellation of membership is at the sole discretion of the Commodore.
- At no time may any person operating the boat consume alcohol / be intoxicated. This is a US Coast Guard rule adhered to by the Club.
- Member will use common sense with regard to their physical safety and that of all sailors.
- No weapons of any kind will be permitted on Club property.
- No harassment, sexual or otherwise will be permitted in the Club
- Members agree that if they violate any rules, Club shall have the right to insist that the Member vacate the premises and that the Member will forfeit all fees and deposits.
- Emails and Texts: The Club will send out emails and texts. The signing of the guidelines grants the Club permission to contact you via email or text
- The Club is not responsible for lost or stolen items

## **GUEST POLICIES**

- Sailing Program - No guests are allowed on Skill Training Sails, Pleasure Sails, Skipper's Call Sails or Captain's Call Sails
- Social Program - One guest is permitted per member for Tiki Fun and Special Events (except where noted in the event announcement). Harbor Clean Up Fun is limited to members only.
- Occasionally exceptions can be made by contacting the Commodore in advance of the event.
- All Programs - The Commodore reserves the right to make exceptions to the guest policy.

## **DOCK POLICIES**

- Members are guests on the dock and are asked to act with kindness and dignity at all times.
- Members are only authorized to be on the boat/dock during sailing sessions or designated and scheduled social programs.
- No member may be on the dock without permission from the Commodore. Permission to be on the dock is assumed for all sailing session types and all social program types.
- Members must be courteous to all other persons on the dock and mindful of loud music, rough housing and never being obnoxiously intoxicated.
- Members must gather only in the area of The Joy of Sailing boat slip #55 unless invited by other slip owners.
- Members swimming from the dock do so at their own risk. There is significant danger of electrification of the water around boats, so swimming is not recommended.
- Members are requested to immediately alert the Commodore of any safety hazards on the dock.
- A strict no drug policy is always in effect.

The Club reserves the right to amend these guidelines and policies as well as days and times of the sails as it sees fit and will provide written acknowledgement to each Member.