

St Andrews Bay Yacht Club Member: BOAT USAGE AGREEMENT



AS A BENEFIT OF MEMBERSHIP, the StABYC maintains a core set of older boats available for member use. These boats include: Sunfish, Laser, Club 420, an RS500 (currently under repair), Flying Scott, Hobie 16, and Hobie Wave resort catamarans. The Boat Usage Agreement covers a Member's use outside any StABYC supervised sailing instruction class. Only a Member in good standing of StABYC may skipper a club boat.

- The skipper and all crew must have on file in the office an executed and valid StABYC General Waiver and Release form.
- The skipper must have demonstrated proficiency with the particular vessel used and hold a valid StABYC Skipper's Card or equivalent electronically filed status.
- A Member can arrange a skipper's "checkout assessment" for each desired class of boat via the office, see protocol currently entitled "Demonstration Of Sailing Proficiency" and related checklist.

Also, as a reminder, StABYC has no waterfront staff. The maintenance and administration of this benefit is conducted on an entirely volunteer basis by sailing members of the Club.

- The skipper is responsible for selecting a competent crew and for inspecting the boat and her tackle before setting off.
- Boats will not be available for use when weather advisories are in effect. (e.g. Small Craft Advisory, High Surf Advisory, or any other storm related advisories). It is the skipper's responsibility to check and be aware of any advisories.
- The skipper is responsible for any damage to the boat or her tackle while under his or her custody regardless of the cause.

While the Club wants to encourage on-the-water activities, the Club has to balance the absence of support staff with safety concerns. There have been a number of well documented incidents, some with bad outcomes, that have occurred nationally that compel Yacht Club organizations to be safety conscious.

IN CONSIDERATION OF the agreement by the St Andrews Bay Yacht Club to make a boat available to me as a Member, I represent, warrant, and agree:

Warranties and Representations.

I represent and warrant that:

1. I am a club Member in good standing.
2. I am aware of and familiar with the risks and dangers inherent in sailing and, if I race the additional risks and dangers inherent in sailboat racing.
3. I am familiar with the class of boat StABYC has made available to me, their use and operation. I possess the requisite knowledge, skills and experience to use that boat and the equipment supplied by StABYC.
4. I hold a valid and current StABYC Skipper's Card, or equivalent status, to operate the class of boat made available to me.
5. I have executed and there is on file in the office a valid and current StABYC General Release and Waiver form.
6. I am a capable swimmer and I will assure myself that each member of my crew is a capable swimmer.

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7. I am familiar, by experience or investigation, with the signs of an impending squall or front on St. Andrews Bay, both winter and summer, and their dangers.
8. I understand StABYC is relying upon each of these representations and warranties to extend to me the privilege of skippering a club boat, and that otherwise it would not do so.
9. I have read and understand the terms and conditions of this Agreement and sign this document by my own desire, demonstrating my agreement.

Covenants:

I agree:

1. To skipper the boat and all related equipment safely and in accordance with all club rules, applicable laws, and Coast Guard regulations.
2. That I will not skipper a club boat if my Skipper's Card, or equivalent status, has been suspended or revoked for any reason or expired.
3. To select sufficient crew (if required) with adequate experience and skill to operate the boat safely as crew and to be able to secure the boat and crew should I become disabled.
4. I will not turn over the helm to any crew member who lacks adequate experience and skill to handle the boat under my supervision, and I will supervise without interruption. I guarantee the capability of any crew member who may handle the boat with my permission.
5. I will not allow any person to handle the boat while I have it signed-out unless I am on the boat.
6. I will wear a Coast Guard approved Personal Flotation Device at all times on the water in Club boats and will require all crew, if any, to do likewise.
7. I will inspect the boat before departure and will not depart unless I am certain of her seaworthiness, soundness, and good condition.
8. I will operate the boat in a safe manner at all times and utilize best practices in all maneuvers.
9. As skipper, I am solely responsible for any expense or loss incurred due to damage, loss of property, or personal injury suffered by StABYC, members of my crew, or any third party, resulting from my use of this boat, her tackle, or associated equipment. I understand that liability for loss to the boat, her tackle, or associated equipment may be waived by the Fleet Captain if, and only if, he or she finds that the loss was the direct result of an unobservable condition of the boat or her tackle and that once observed I was prudent in minimizing the loss.
10. Before departure I will make myself aware of the weather conditions and I will not depart unless I am confident that the boat is capable of handling the weather and that I am capable of safely handling the boat under the foreseeable conditions. I will not depart in the face of any wind or high seas advisory.
11. I will follow the House Rules laid out below as may be amended from time to time by the Fleet Captain.

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12. I have been advised to consult with legal counsel, and offered the opportunity to do so, before signing and entering this Agreement.

By my signature below, I represent and warrant that I have read, understand and consent to the terms of this Boat Usage Agreement. I acknowledge that my privilege to use a club boat may be suspended or revoked by the Fleet Captain at any time, with or without cause and that the StABYC may . I may within ten (10) days of suspension or revocation appeal to the Board of Governors in writing specifying the basis for my appeal and the Board's decision will be final.

StABYC Boat/s to be used: _____

Name of Member (please print clearly): _____

Signature of Member: _____

Address of Member: _____

Phone of Member: _____

Email of Member: _____

Name & contact info of person in case of emergency: _____

Date: _____

House Rules:

- 1. Sign In/Out:** Let the office know you are taking out a boat and the 'souls' on board. Member must complete Boat Use Log. (Sailing Center garage door). If the office is closed and a club contact by cell phone is listed on the garage door, call or text that person. Leave your name, the boat number the date and time and the time of your anticipated return.
- 2. Inspection:** Member (or minor 16-18yrs) will inspect the Boat prior to use and will report any malfunction, damage, or needed repairs immediately upon discovery before use of the boat begins. If the member continues to use the boat despite not being in ideal working order, the member accepts full responsibility for any repercussions arising as a result of the problem. These items should be recorded in the Boat Use Log.
- 3. Communication:** As there are no waterfront staff, members are required to carry a VHF radio for emergency use, in case of the need of assistance. Utilize Ch.16 for a distress call. Please take a cell phone with you on the water. StABYC (850) 769-2453.
- 4. Weather:** You are responsible to know the weather prior to and during your outing. If inclement weather arises, immediately return to the dock. If the dock is not within reach, find a safe harbor or beach the vessel. The boats will not be sailed in winds consistently greater than 15 knots. A waiting period of no less than 30 minutes after the last lightning strike and/or sound of thunder must be obeyed before you go out sailing.
- 5. Weather Alerts:** Boats will not be available for use when weather advisories are in effect. (e.g. Small Craft Advisory, High Surf Advisory, or any other storm related advisories). It is the member's responsibility to check and be aware of any advisories.

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6. **Damage or loss:** Member is required to notify the Club of any issues, replacements that became apparent during regular use of the equipment. Member acknowledges his or her responsibility for any damages, repairs, replacement of lost equipment that may be incurred. Member understands, and agrees that by signing this agreement, he or she is authorizing the Club to charge member's account for any financial responsibility.
7. **Sailing Area:** Members are requested to stay within St Andrews Bay, and not to venture out to the Gulf.
8. **Intracoastal Waterway:** Members need to be aware of specific hazards in the sailing area. The Intercostal Waterway runs through the sailing area. Government and large commercial vessels or barges may be encountered. Please try to stay out of the ship channel and always cross with caution. Large vessels cannot stop if you get becalmed! ROW always loses to the Rule of Gross Tonnage.
9. **Prohibited activities:**
 1. Operating the boat while intoxicated.
 2. Operating the boat with more people on board than the boat is stipulated.
 3. Jumping or swimming off the boat.
10. **Hours and Visibility:** Members will not operate boats before sunrise or after sunset or in conditions of reduced visibility (fog, rain, haze, etc.).
11. **When finished sailing:** Member acknowledges and understands that boat is to be left in clean, undamaged condition, with the cover on, if applicable. Sails should be dry and stored in their allotted space in the Sailing Center. Similarly, with other equipment, e.g. rudder, foils.
12. **Penalty:** Boat, her tackle, or any other equipment not left in suitable condition may limit Skippers future use even if the fault of a crewmember.
13. **Report any Issues:** If there have been any issues, equipment failure, breakage etc. or something that needs attention, please let the Fleet Captain or any other Flag Officer know and document in the log (sailing center garage door), so we can address it.
14. **Amendments:** You are responsible for keeping up with up with House Rules changes and updates, upon penalty of your Skipper Card being suspended or revoked.

[end]