



*“The sea, once it casts its spell, holds one in its net of wonder forever.”*

-Jacques Yves Cousteau

Welcome to our 2018 sailing season! Winter has given us some last minute cold snaps and white stuff - don't get fooled, it's time to make sailing plans for this season. We finished our 2017 sailing season with a trip in Hawaii, sailing to four islands. The humpback whales were there in force and the view of whales breaching and spouting was spectacular. Each encounter caused excitement on the boats, however someone noted that by the end of the trip it started to be like seeing deer in New Jersey – there's another one, yawn. Except, we weren't really yawning – and for many of us it was an experience that will give us smiles for many years to come. We can write wonderful descriptions of upcoming trips but the truth is that we can't predict what moment will be captured in your dreams and give you smiles for years to come. It could be a spectacular sunset, the quiet reading on deck as the sun rises, the breeze that seems to propel the boat faster than one would expect or the spectacular dinner with your crew. Don't miss out on letting the sea cast its spell on you.

Our 2018 season begins in April with CPR/First Aid and On-Land Training (OLT). On-Water Training (OWT) is the first weekend in June. OLT is indoors, so weather is not a concern. OWT provides the opportunity to practice boat handling. Recent OWT training has had weather and time to allow some short sails to take some breaks from the training. Time is short, so sign up for all three training opportunities now.

As well, the season has some traditional favorites. In June, our three-day sail leaves Rock Hall, Maryland, and visits the Magothy River with a raft-up and then a night at a marina. There is a day-sail in July and a longer trip in Lake Superior, Wisconsin in August. September brings a windjammer cruise to see the coast of Maine. The October trip will be based out of Rock Hall but we will get your input at the annual meeting to determine where it sails to. The proposed February 2019 trip is based out of Miami and will explore the Florida Keys. We have room in our schedule for more trips. Do you have a place you want to visit? Please discuss it with me or any board member – the annual meeting is a great time to do this. We can work with you to get you set up with a Skipper and another trip leader for you to work with to make it a reality.

Please read this Membership Package carefully. It includes:

- A schedule of the 2018 trips with full descriptions, reservation and release forms.
- General information about the Club, its practices and policies for participation.
- Explanations of our trip sign-up procedures and cancellation policies.
- 2018 season Membership Form (last two pages) for the April 1, 2018 to March 31, 2019 season. Membership is required for all club activities. Please complete both pages and mail them with your check to the Membership Secretary at the address on the form.

We welcome your participation and feedback to help make this a season to judge the others by.

I wish you an enjoyable 2018 sailing season and hope you have the opportunity to share our secret with a friend, and encourage them to try sailing with us.

Bob Rainey  
Commodore  
The Sailing Club, Inc.  
[commodore@thesailingclub.org](mailto:commodore@thesailingclub.org)

## SCHEDULE OF 2018 SAILING TRIPS

| TRIP & DATE   | LENGTH                | LOCATION         | TRIP LEADERS                             |
|---|-----------------------|------------------|--|
| Training Weekend<br>June 2 – 3<br>Saturday - Sunday     | 2 days                | Rock Hall, MD    | TL: Mia McCroskey                        |
| Magothy River<br>June 23 – 25<br>Saturday - Monday      | 3 days                | Rock Hall, MD    | TL: Mia McCroskey<br>ATL: Bob Rainey     |
| Barnegat Day Sail<br>July 8<br>Sunday                   | ½ day                 | Barnegat Bay, NJ | TL: Rudy Vallejo                         |
| Lake Superior<br>August 5 – 12<br>Sunday - Sunday       | 7 days                | Bayfield, WI     | TL: Steve Krakauer<br>ATL: Gary Brubaker |
| Maine Windjammer<br>September 9 – 14<br>Sunday - Friday | 6 days                | Camden, ME       | TL: Helen Buckley                        |
| Chesapeake Bay<br>October 5 – 7<br>Friday - Sunday      | 3 days                | Rock Hall, MD    | TL:<br>ATL: Mia McCroskey                |
| Florida Keys<br>Miami, FL<br>February 2 – 11, 2019      | 9 days<br>(tentative) | Miami, FL        | TL: Mary Ann Gordon<br>ATL: Bob Rainey   |



**2018**

## **Trip Information Package**

### **MEMBERSHIP**

Participation is open to anyone interested in joining. Sailing experience is not necessary, but sailing (cruising) is the main activity of our Club. Annual membership fees are currently **\$30** for an individual or **\$40** for a household - *all individuals residing at the same address*. This fee helps to defray some of the Club's non-trip operating costs. Please forward any changes in address to the Membership Secretary ([membership@thesailingclub.org](mailto:membership@thesailingclub.org)).

**NOTE: You must be a Sailing Club member to participate in any Club event. A membership form is available from the Membership Secretary or any Trip Leader. It is also available on the Club website: [www.TheSailingClub.org](http://www.TheSailingClub.org), as well as at the back of this package.**

### **TRIP SIGN-UP PROCEDURES**

*Membership in the Sailing Club does not guarantee you a spot on a trip.* Regardless of whether you receive this package at the Annual Meeting or other means. Trip Leaders will accept reservation forms at any time on or after March 25, 2018 but will not process them until **APRIL 7, 2018**, except for OWT. On that date, all reservations received to that point will be recorded in a random draw. All reservations received after that date will be recorded in the order received.

After you decide which trip(s) you want to go on, complete a trip reservation form **and** Release of Liability and Zero Tolerance Form for each of those trips. Forward these forms, **with deposit check**, payable to **The Sailing Club, Inc.**, to the person indicated on the reservation form.

**No reservation is accepted unless accompanied by a check in an amount equal to the deposit for each person named on the reservation form.**

A confirmation notice will be sent to you indicating your status on the trip. Your status will be one of the following:

**Confirmed:** You are a confirmed participant. When boat and crew assignments have been made, you will be sent a copy of the crew list.

**Wait-listed until additional crew and/or skippers sign up:** There is still space on the trip, but additional crew and/or skippers are needed before further boat and crew assignments can be made.

**Wait-listed on a full trip:** As of the day your reservation form was received, the trip was full. The Trip Leader will keep you advised of any changes in this status. Reservation checks will not be deposited until you are confirmed on the trip.

If you know in advance that a trip is full and you want to be placed on the wait-list, you must still send in a reservation form and a deposit check.

Typically, a boat will sail with no more than one empty space aboard. Vacancies will be filled from the trip wait-list. Deposit checks will be returned, usually *after* the trip has been completed, to anyone wait-listed who does not get on a trip.

## TRIP PRICING

The price of the trip includes charter fees for the boats and occasionally pre-determined miscellaneous trip-related expenses such as slip fees. Food, fuel, traveling expenses, and other incidentals are handled separately by each boat's crew, and therefore, are NOT included in the quoted trip price, except as described in the write-ups.

The Club covers its members for the damages that may occur on the trip. Nonetheless, this does not relieve the skipper AND crew from equally sharing the responsibility for providing for a safe and enjoyable trip for all involved.

The price for children is pro-rated based on sleeping accommodations. If a child shares a bunk with his/her parents or if two children share a single bunk, their cost is half the trip price. A child using one bunk all on his/her own must pay the full trip price.

The Sailing Club, Inc. depends solely on the voluntary efforts of Trip Leaders, Assistant Trip Leaders and Club-qualified skippers to plan, organize and lead the various cruising activities the Club engages in for its members.

In recognition of the large amount of effort and responsibility these individuals undertake, the following trip price discounting applies: Trip Leaders and Skippers shall each receive a 50% discount; Assistant Trip Leaders shall receive a 25% discount; before any non-discounted expenses, such as moorings or transportation. No individual receives more than one discount.

## FINAL PAYMENT

A payment schedule is located at the end of each trip write-up with final payment due dates indicated on both the trip reservation form and the confirmation notice. **Late payments are subject to a \$10 late charge.**

New reservations made after the final payment date must include FULL payment. Late charges do not apply in this situation.

Qualified skippers who want to reserve an entire boat must first contact the Trip Leader to confirm boat availability. A reservation form and a check covering all spaces on the boat must be sent to the Trip Leader.

## CANCELLATIONS AND REFUNDS

For most trips, full refunds will be given for cancellations made **30 days or more** (or as stated in the trip write-up) before the trip departure date. Cancellations after that date are **not** refundable if no replacement is found, regardless of reason, even medical. Otherwise a \$25 fee will apply, regardless of reason or replacement.

*In the event anyone cancels less than 30 days before the trip departure date and no replacement is available, he or she will also be required to pay any additional fees and charges that cannot be canceled prior to the trip in addition to forfeiting all trip fees paid to date.*

For trips that require more advanced planning, stricter refund policies may be implemented. Participants are always advised to read all trip documentation carefully.

**NOTE:** Individuals will not be permitted to select a replacement unless the wait-list is empty.

Any refunds due will typically be held until after the trip has been completed unless the Treasurer and the Trip Leader both agree to an alternate arrangement.

## TRAVEL INSURANCE

The Sailing Club recognizes that some trips represent a significant investment for its members. The Club also feels that this long-standing cancellation policy is more than fair to its members. However, it is possible for members to individually take out travel insurance for a particular trip. There are several publicly available policies that can provide coverage for medical expenses, trip cancellation/interruption, baggage damage, and more. Members should make their own decisions regarding insurance that would provide coverage appropriate to their needs, and that they feel best protects them in their individual situations. One useful resource for comparing plans is [www.insuremytrip.com](http://www.insuremytrip.com). An inexpensive provider is World Nomads ([www.worldnomads.com](http://www.worldnomads.com)).

## BOAT AND CREW ASSIGNMENTS

Several weeks prior to the trip, the Trip Leader meets with the designated skippers to assign boats and crew. Primary importance is given to ensuring that each boat has sufficient experience among the crew. Once experienced crewmembers have been assigned, the rest of the crewmembers are allocated. *Safety is, has been, and always will be our number one consideration.*

If you or anyone in your party has a medical or physical condition (i.e., allergies, restricted mobility, motion discomfort, non-swimmer, etc.) that might affect your safety or anyone else's, you may want to advise your skipper, or a fellow crew member. This may be done privately and should be done before boarding the boat, if not prior to the pre-trip meeting. He or she can then offer some suggestions to safeguard your comfort and well being. Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.

The boats we charter are all different in regard to model, size, age, overall layout, and interior accommodations. *Furthermore, boats are randomly assigned.* Crew assignments will be made with as much consideration given to personal preferences as possible, including smokers/non-smokers, and sleeping arrangements (i.e., couples/singles, distribution of males/females).

Minor children may be accommodated on any trip. Children will only be assigned to a boat with the **complete agreement of the skipper and the entire crew**. Children's reservations will be taken in order of receipt and will maintain their priority as boats are filled. **Children under the age of 12 are required to wear a life jacket at all times, except when below decks.**

## PRE-TRIP MEETING

An informational meeting for all trip participants is held approximately two weeks prior to each trip. The Trip Leader will forward information and location for the meeting. At the pre-trip meeting, the Trip Leader will summarize the proposed trip itinerary and answer any questions you may have concerning the trip. Individual crews have the opportunity to meet their skipper and crewmates in order to plan meals, decide berth assignments, and organize travel arrangements. All crewmembers are expected to attend.

## ADDITIONAL TRIP INFORMATION AND DETAILS

On the first night of each trip crews usually arrive at the marina, stow their gear, have dinner at a local restaurant, and sleep aboard the boats. The skipper and charter agent will conclude the boat checkout the following morning if not completed the previous day. Then the crews will be thoroughly briefed on boat operations and safety. Finally, the trip is under way!

The Trip Leaders plan an itinerary for the trip which typically includes anchoring out one night and the opportunity to explore and dine ashore another. Breakfast and lunches are normally eaten aboard. Individual boats may opt to establish their own daytime cruising plans according to the desires of the skipper and crew; however, all boats are expected to meet at the designated evening anchorage. Hourly radio checks confirm each boats location and progress.

Along with brushing up on sailing skills, relaxation, socializing, and sightseeing ashore, additional trip activities may include swimming or kayaking (bring your own equipment).

In general, all boats are equipped with stoves, ovens, coolers, a limited supply of hot and cold running water, showers and toilets, and basic kitchen utensils. Boats typically feature a galley area (kitchen), salon (living/dining room), heads (small bathrooms!) and forward and aft cabins. In addition to assigned food and beverage responsibilities, crewmembers should bring bedding and towels as well as any other personal gear. Always pack in soft luggage.

**No two boats, even of the same model, are identical. However, in general, onboard accommodations are simple and efficient, sometimes described as “camping on the water.” It is also close quarter living at its best! The fresh breezes, blue waters, the thrill of adventure, and perhaps most importantly, the camaraderie of the group are the true incentives of our trips!**

Remember...we sail rain or shine, so be prepared!



## ON THE WATER TRAINING ROCK HALL, MD

**JUNE 2 – 3, 2018**  
**EARLY BOARD JUNE 1**

This two-day training experience is your opportunity to get back on the water and practice your boat handling and sailing skills. On the Water Training (OWT) gives new sailors experience steering the boat and performing each role during anchoring, reefing, rescuing, and sailing. Experienced sailors have the opportunity to take command through practice maneuvers and brush up on less-used skills.



This year's OWT will include exercises in line handling and steering while leaving and approaching docks, slips, and moorings. We'll practice rafting and separating as well as anchoring techniques. We'll review effective communication -- both on board and over VHF -- and practice sailing skills including sail trim, tacking, and jibing.

Tentative agenda:

Friday, early boarding around 4 p.m. if boats are available.  
Dinner in town.

**Friday June 1, 9 p.m.** – Post supper discussion of the effects of wind, current, and prop walk while maneuvering.

**Saturday June 2, 8:00 a.m. to 4:00 p.m.** – Boat systems overview, communication, essential knots. Under power exercises. Under sail exercises. Lunch on the water. Dinner ashore.

**Sunday June 3, 08:30 a.m. to 3:00 p.m.** – Under sail – sail trim, man overboard, heave to. Anchoring and rafting drills. Lunch on the water.



Unlike most of our trips, this course is not preceded by a pre-trip meeting. The boats return to their slips each night, and dinners are ashore. Everyone is responsible for supplying their own breakfasts and lunches. Coordination among crews is encouraged, once boat assignments have been made.

The cost of this event is **\$285.00** per person. This price covers only charter fees. Food, fuel, and other incidental expenses are additional and will be handled by each boat's crew. *Reservations are on a first-come, first-served basis.* The **FULL AMOUNT** and **Release of Liability** and **Zero Tolerance Form** must accompany your reservation form. Please make your check payable to *The Sailing Club, Inc.* and mail it, along with your completed reservation *and* Release forms, to Mia McCroskey at the address below. The Club's standard 30-day cancellation policy applies for this event.

**Trip Leader**

Mia McCroskey  
19 Manor House Drive, K-12  
Dobbs Ferry, NY 10522  
914-693-0074  
miamc@aol.com

*Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.*





# TRIP RESERVATION FORM

**On Water Training  
Rock Hall, MD  
June 2 – 3, 2018**

(PLEASE PRINT)

NAME \_\_\_\_\_  M  F

2018 Sailing Club Member  Non-Member (please also complete and submit membership form)\*

### MAILING ADDRESS

Address Line 1 \_\_\_\_\_ Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (H) \_\_\_\_\_ (Other) \_\_\_\_\_ Email: \_\_\_\_\_

Non-Smoker (NS)  Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below.  Prefer to sail with non-smokers

My sailing experience to date is: \_\_\_\_\_

### ALSO RESERVE \_\_\_\_\_ SPOT(S) ON THE TRIP FOR \*\* :

NAME \_\_\_\_\_ Ph. \_\_\_\_\_  M  F S/NS

NAME \_\_\_\_\_ Ph. \_\_\_\_\_  M  F S/NS

NAME \_\_\_\_\_ Ph. \_\_\_\_\_  M  F S/NS

NAME \_\_\_\_\_ Ph. \_\_\_\_\_  M  F S/NS

|                         |                            |              |
|-------------------------|----------------------------|--------------|
| _____ people × \$285.00 | FULL AMOUNT DUE AT SIGN-UP | TOTAL: _____ |
|-------------------------|----------------------------|--------------|

### Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc.*
- Release of Liability and Zero Tolerance Form (available from the Club's website: [www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf](http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf) and the Trip Information Package)

**Mia McCroskey  
19 Manor House Drive, K-12  
Dobbs Ferry, NY 10522  
914-693-0074  
miamc@aol.com**

\* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: [www.TheSailingClub.org](http://www.TheSailingClub.org), or from the Trip/Assistant Trip Leader.

\*\* Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip \_\_\_\_\_

Date of Trip \_\_\_\_\_

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, \_\_\_\_\_ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of its successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

\_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.

\_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., its officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date

All Participants: Please return this form with your reservation form.

Issue 4 April 12, 2012

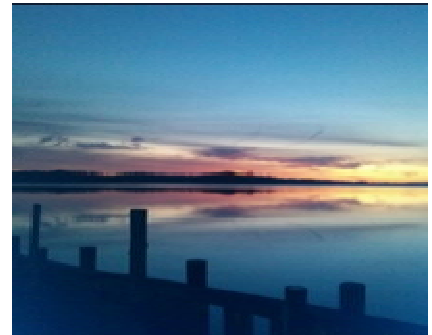


**CHESAPEAKE BAY  
ROCK HALL, MD  
MAGOTHY RIVER**

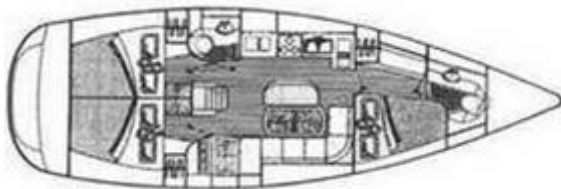
**JUNE 23 – 25, 2018  
EARLY BOARD JUNE 22**

### **UP THE LAZY RIVER**

We've chartered two comfortable sloops for a lazy weekend exploration of the Magothy River. Our itinerary includes a traditional Sailing Club raft-up appetizer party and game night. We'll also spend a night at the Magothy Marina, which offers plenty of amenities for a relaxing get-away. Relatively short distances will allow for plenty of sailing or, if the wind is not in our favor, more time at anchor for swimming and socializing.



Our floating homes for the weekend are Intention, a three-cabin Beneteau 40; and Rum Bob, a two-cabin Catalina 400. Both have two heads and comfortable accommodations on deck and below.



**Friday, June 22nd** - Crews will make their way to Haven Harbor Marina in Rock Hall, MD using car pools wherever possible. Please remember not to load the boats with your luggage and provisions until your skipper gives approval, as boats must be inspected while empty. Depending on weather, you may plan to arrive early in the day with a bathing suit to enjoy the marina's pool, or explore the area. It is hoped that everyone will arrive by 5 p.m. so that both crews can enjoy dinner at The Harbor Shack at about 7 p.m. Dinner with your crew provides an opportunity to catch up with old friends or make new ones. We are planning on six per boat.

**Saturday, June 23rd** - We'll depart Rock Hall and sail across the bay and into the Magothy River to anchor and raft-up in Broad Creek (subject to change based on weather). After some swimming and winding down from the day, a traditional Sailing Club appetizer dinner will evolve into a competitive game night including Mexican Train, Cards Against Humanity, and Farkle (other games welcome). There will be prizes for winners and maybe a few other accomplishments. If you haven't played these games, don't worry. There will be plenty of "experts" to teach you.

**Sunday, June 24th** - Breaking up the raft we'll head out into the river, or even back out into the bay, for a day of sailing. If the wind does not favor us we can putter upstream to look at the beautiful rural shore lined with estates and horse farms. In the afternoon we'll return up the river to the Magothy Marina (<http://magothymarina.com>) where we'll take slips for the night. The marina has a salt water swimming pool, barbeque facilities, and individual showers and heads. Restaurants are a taxi ride away. At the pre-trip meeting we'll decide whether to have a joint barbeque on shore or make other dinner arrangements.



**Monday, June 25th** - There's no rush, but eventually we'll depart the marina and make our final sail down the Magothy. We'll cross the Bay back to Rock Hall where we'll take care of the usual end-of-trip business at the fuel dock before returning the boats to their slips at Haven Marina.

The cost of this trip is **\$375.00** per person (Skippers and Trip Leader - **\$195.00**). The price includes charter fees and slip fees for one night. Food, fuel, pump-out, and other incidentals are additional and will be handled by each boat's crew. A **\$100.00** deposit *and* Release of Liability and Zero Tolerance Form must accompany your reservation form.

Please make your check payable to ***The Sailing Club, Inc.*** and mail it, along with your completed Reservation and Release Forms, to Mia McCroskey at the address below. Reservations will be processed beginning **April 7, 2018** with a random draw of those received by that date. All reservations received after that date are on a first come, first served basis. The balance of **\$275.00** will be due on **May 9, 2018**. The Club's standard thirty-day cancellation policy applies for this event.

A pre-trip meeting will be held a few weeks before the trip, at a time and place to be announced. All participants should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

**Trip Leader**

Mia McCroskey  
19 Manor House Drive, K12  
Dobbs Ferry, NY 10522  
845-652-0776  
miamc@aol.com

**Assistant Trip Leader**

Bob Rainey  
2006 South Branch Drive  
Whitehouse Station, NJ 08889  
908-872-9101  
rjrainejr@aol.com

*Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.*



# TRIP RESERVATION FORM

**Chesapeake Bay  
Rock Hall, Magothy, MD  
June 23 – 25, 2018**

(PLEASE PRINT)

NAME \_\_\_\_\_  M  F

2018 Sailing Club Member  Non-Member (please also complete and submit membership form)\*

### MAILING ADDRESS

Address Line 1 \_\_\_\_\_ Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (H) \_\_\_\_\_ (Other) \_\_\_\_\_ Email: \_\_\_\_\_

- Non-Smoker (NS)  Smoker (S) **NOTE:** Smoking is not allowed at any time, on deck or below.  Prefer to sail with non-smokers
- Club-qualified and willing to Skipper (Please attach resume).
- Club-qualified and willing to be First Mate

My sailing experience to date is: \_\_\_\_\_

### IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

\_\_\_\_\_  
\_\_\_\_\_

### ALSO RESERVE \_\_\_\_\_ SPOT(S) ON THE TRIP FOR\*\*:

|            |           |                            |                            |      |
|------------|-----------|----------------------------|----------------------------|------|
| NAME _____ | Ph. _____ | <input type="checkbox"/> M | <input type="checkbox"/> F | S/NS |
| NAME _____ | Ph. _____ | <input type="checkbox"/> M | <input type="checkbox"/> F | S/NS |
| NAME _____ | Ph. _____ | <input type="checkbox"/> M | <input type="checkbox"/> F | S/NS |
| NAME _____ | Ph. _____ | <input type="checkbox"/> M | <input type="checkbox"/> F | S/NS |

|                         |   |              |
|-------------------------|---|--------------|
| _____ people × \$100.00 | _____ people × \$375.00 after May 9, 2018 | TOTAL: _____ |
|-------------------------|---|--------------|

### Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc.*
- Release of Liability and Zero Tolerance Form (available from the Club's website: [www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf](http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf) and the Trip Information Package)

**Mia McCroskey  
19 Manor House Drive, K12  
Dobbs Ferry, NY 10522  
845-652-0776  
miamc@aol.com**

\* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: [www.TheSailingClub.org](http://www.TheSailingClub.org), or from the Trip/Assistant Trip Leader.

\*\* Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



**MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT**

Name of Trip \_\_\_\_\_

Date of Trip \_\_\_\_\_

**Mutual Release of Liability and Indemnification**

**As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.**

I, \_\_\_\_\_ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

**I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.**

**Initial ONLY One:**

\_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.

\_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

**Zero Tolerance**

A condition for participation on this trip is the total understanding and compliance with the policy of *Zero Tolerance* by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

All Participants: Please return this form with your reservation form..



**BARNEGAT BAY  
BAYVILLE, NJ**

**JULY 8, 2018 (TENTATIVE)**

### **LET'S DO IT AGAIN**

It has been such an enjoyable outing the last two years, so let's do it again. Summers are always fun here in New Jersey and our own Barnegat Bay is a sailor's delight. Our plan is to reserve two boats for Sunday, July 8 with Barnegat Bay Sailing School (BBSS) located at Cedar Creek Marina, 100 Harbor Inn Rd., Bayville, NJ.

We will do the morning sail, arriving by 9:30 AM latest for the 10 AM dock departure with captains Mike and Audrey. A family-friendly sail of 2.5 hours out in Barnegat Bay with an experienced local captain is a great way to get an introduction to what sailing is all about. It's a perfect trip of those new to sailing or anyone looking for a pleasant summer day with great people! Lots of opportunity to take the wheel, assist with sails, learn about the bay...and children over age 6 are welcome. All children under 13 will be required to wear a life jacket while on the boat. Life jackets will be supplied, but you are welcome to bring your own. Boats are a Catalina 30 and a Pearson 37. There are nice restrooms at the marina for your use before boarding.



We anticipate returning to the marina about 12:30 pm and then head over to the The Cove Bar & Grill just down the road from the marina for a group lunch and share stories of the afternoon. As we did last year, if enough people sign-up, we will add an afternoon sail.

Whether you're an experienced skipper, or have never set foot on a boat, this will be a great opportunity to socialize, learn new techniques, hear new stories, and just have a few laughs.

The cost of the day sail is anticipated to be about \$50.00 per person. The price includes boat rental for two and a half hours, water, soda and snacks while on board, provided by BBSS. You are free to bring your own as well. Further details will be announced in April when the BBSS is back in session and issues their 2018 schedule.

So, save the date!



**APOSTLE ISLANDS  
LAKE SUPERIOR  
BAYFIELD, WI**

**AUGUST 5 – 12, 2018  
BOARD AUGUST 5<sup>TH</sup>**

### **THE JEWELS OF LAKE GITCHE GUMEE**



Apostle Islands National Lakeshore is at the extreme western end of Lake Superior. It is known for its historic lighthouses, sandstone sea caves, old-growth remnant forests, and natural animal habitats. More lighthouses shine over this section of Lake Superior than in any other National Park. It is at the tip of the Bayfield Peninsula, the northernmost mainland point in Wisconsin. Dedicated to the preservation and public enjoyment of significant historic, scenic, natural, and recreational resources, it's a fantastic cruising area, with sea caves that can be explored by dinghy. Unlike the California's Channel Islands, the caves are not deep and don't have sea lions barking in the darkness.

The crystal clear deep water between the islands, generally more than 100 feet, separates the islands from each other by approximately two miles. The shoreline topography is often rugged and steep on the north end of the island, littered with caves and sandstone bluffs created by Lake Superior. The southern ends of many of the islands are gentle sand spits, which require a wide passage but offer excellent anchorages. The islands are a National Park, so there are no shore facilities for dining, boat services, showers, and the like. The itinerary below includes returning to the charter base mid-week for those things. As the islands are all close together, daily distances are generally not large.

We have reserved two boats for this one-of-a-kind trip, with little chance of getting a third, from Superior Charters ([www.superiorcharters.com](http://www.superiorcharters.com)) in Bayfield, Wisconsin. Both are three-cabin, two head models, with dodger and bimini. The boats will also have motorized dinghies. In addition, linen rental is available for \$35 per person. Please indicate on the sign-up form if you want them.

#### GiddyUp

Jeanneau SunOdyssey 409



#### Summerland

Beneteau 393





The itinerary below provides for visiting seven of the islands. The exact sequence may change, and some substitutions may be needed, due to wind and sea conditions.

**August 5 (Sunday) – Travel day.**

Fly to Duluth, MN (DLH). United (via Chicago) and Delta (via Minneapolis) have several flights. The drive from DLH to the charter base in Bayfield, WI is about 90 miles. I anticipate renting two mini-vans to enable car-pooling, provisioning, and stopping at the Visitor Center in downtown Bayfield (open until 4:30 pm). The vans would be rented for the week and remain at the charter base for our return to the airport. The cost would not be included in the trip price, but would be about \$50 per person. Other than driving from home (it's over 1200 miles from NJ), there is no other way to get there.

**August 6 (Monday) – Sail to Sand Island**

After boat briefings and checkouts, leave Port Superior Marina in Bayfield and head to Sand Island, at the western end of the Apostles, anchoring in Justice Bay, Lighthouse Bay, or Western Bay, depending on conditions. Sand Island Lighthouse, built of stone in 1881, is located at the northern tip of the island, about two miles from Justice Bay. Many consider this Norman Gothic style lighthouse to be the most beautiful in the Apostles. The Swallow Point sea caves on the western end of Justice Bay are accessible by dinghy when the water is calm.

**August 7 (Tuesday) – Sail to Rocky Island**

After additional shore time on Sand Island, it's a relatively short 14 mile jaunt to Rocky Island, near the northern extremes of the Park. There should be time in the afternoon to go ashore and walk around the island, perhaps to an overlook on its western shore.

**August 8 (Wednesday) – Sail to Devils Island and Raspberry Island**

It's a short hop to Devils Island, one of the more popular islands in the chain. Arriving in the morning will allow time to visit its famous sea caves and the lighthouse. Waves entering the caves during storms force air up through blowholes, emitting strange sounds. These were interpreted by Native Americans as "evil spirits," giving the island its name. As there is no overnight anchoring, it's south to Raspberry Island, about 11 miles away, where it may be possible to get a Park Service tour of the lighthouse.

**August 9 (Thursday) – Return to Bayfield**

Even with the most frugal use of the heads, the holding tanks will need to be pumped out. Since there are no facilities in the park for this, the nearest place is either downtown Bayfield, or the charter base a few miles beyond. Since the slips are available at all times, returning to base also allows for a dinner ashore, as well as showers, re-provisioning, etc. Since it's less than 15 miles from Raspberry Island to Pike's Marina, there's no rush, so a 'scenic route' around Oak Island may be possible.

**August 10 (Friday) – Sail to Oak Island**

Oak Island is the tallest of the Apostles (500 feet above the lake, but 1081 feet above sea level). In the late 19<sup>th</sup> and early 20<sup>th</sup> centuries the island was harvested for its timber, especially oak trees, thus the island's name. Many trees remain and can be seen on the many hiking trails. For the more ambitious, a 3 ½ mile hike (each way) to the northwest end of the island yields magnificent views.

**August 11 (Saturday) – Sail to Stockton Island**

Today's ultimate destination is Stockton Island and Julian Bay, with its singing sands. Along the way, a stop at Michigan Island will be possible, in order to see the first lighthouse built in the Apostles, in 1857. It was apparently built there by mistake. It was used for one year before being shut down. But it was reactivated in 1869, and not deactivated until 1929 when a new, taller lighthouse, and the last built in the Apostles, was built next to it, having been dismantled and relocated from Schooner's Ledge on the Delaware River near Philadelphia.

## August 12 (Sunday) – Return to Charter Base

The last leg of the charter is a 17 mile sail back to Pikes Marina. Conveniently there are pump-out connections at each slip. Fuel is included in the charter fee. Also, United has a departure from DLH at 6:20 pm, Delta at 5:59 pm (subject to change of course). Given the vagaries of airline schedules this far in advance, the return to the marina would be about 1:00 pm.



The cost of this trip is **\$975.00** per person (Skippers and Trip Leader **\$488.00**). This price covers charter fees, insurance, and dinghy motor rental. Provisioning, fuel, and other incidentals are additional and will be handled by each boat's crew. Car and linen rentals are not included in the trip price.. A **\$150.00** deposit *and* Release of Liability and Zero Tolerance Form must accompany your reservation form.

Please make your check payable to ***The Sailing Club, Inc.*** and mail it, along with your completed reservation and release forms, to Gary Brubaker at the address below. Reservations will be processed beginning **April 7, 2018** with a random draw of those received by that date. All reservations received after that date are on a first come, first served basis. A second payment of **\$425.00** is due on **May 15, 2018**, and the final payment of **\$400.00** is due on **June 21, 2018**. The Club's standard thirty-day cancellation policy applies for this event.

A pre-trip meeting will be held about a month before the trip, at a time and place to be announced. All crewmembers should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

**Trip Leader**

Steve Krakauer  
11 Clark Ct.  
Basking Ridge, NJ 07920  
908-306-0898  
stevekrak@gmail.com

**Assistant Trip Leader**

Gary Brubaker  
554 Marietta Avenue  
Swarthmore, PA 19081  
610-543-4534  
gary.brubaker@gmail.com

*Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.*



# TRIP RESERVATION FORM

**APOSTLE ISLANDS**  
**Bayfield, WI**  
**August 5 – 12, 2018**

(PLEASE PRINT)

NAME \_\_\_\_\_

M       F

2018 Sailing Club Member

Non-Member (please also complete and submit membership form)\*

### MAILING ADDRESS

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE (H) \_\_\_\_\_

(Other) \_\_\_\_\_

Email: \_\_\_\_\_

Non-Smoker (NS)

Smoker (S)

**NOTE:** Smoking is not allowed at any time, on deck or below.

Prefer to sail with non-smokers

Club-qualified and willing to Skipper (Please attach resume).

Club-qualified and willing to be First Mate

My sailing experience to date is: \_\_\_\_\_

### IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

\_\_\_\_\_  
\_\_\_\_\_

### ALSO RESERVE \_\_\_\_\_ SPOT(S) ON THE TRIP FOR\*\*:

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M     F    S/NS

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M     F    S/NS

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M     F    S/NS

**LINEN RENTAL (\$35 PER PERSON)**     YES     NO

\_\_\_\_\_ people × **\$150.00**

SEE TRIP WRITE-UP FOR PAYMENT SCHEDULE

TOTAL: \_\_\_\_\_

### Mail the following to the address at right:

- This form
- Check made payable to *The Sailing Club, Inc.*
- Release of Liability and Zero Tolerance Form (copies available from the Club's website:  
<http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf> and the Trip Information Package)

**Gary Brubaker**  
554 Marietta Avenue  
Swarthmore, PA 19081  
610-543-4534  
gary.brubaker@gmail.com

\* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: [www.TheSailingClub.org](http://www.TheSailingClub.org), or from the Trip/Assistant Trip Leader

\*\* Please use the back of this form to describe the sailing experience of others for whom you are reserving spaces.



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip \_\_\_\_\_

Date of Trip \_\_\_\_\_

Mutual Release of Liability and Indemnification

As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, \_\_\_\_\_ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

\_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.

\_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Witness Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date

Witness Signature

Date



**WINDJAMMER CRUISE  
CAMDEN, ME**

**SEPTEMBER 9 – 14, 2018**

### **SAILING ON THE SCHOONER GRACE BAILEY**

Sail the Maine coast aboard a former cargo schooner and relive the great days of sail on a tall-masted schooner, and spend carefree days among the islands of Maine.

A special treat for our September 9 departure is a "sail-in" to Brooklin, the site of the Wooden Boat School. There will be a gathering of classic wood vessels, and tours and shore festivities.



We will board the Grace Bailey on Sunday, September 9th any time after 5:00 pm, check in, and then go to dinner. The Grace Bailey will leave the dock on Monday morning and return to port on Friday at 10:00 am. The Wooden Boat Sail-in to Brooklin is scheduled for Tuesday. The cruise also includes all meals (Monday breakfast through Friday brunch), including a lobster bake on one of the islands, pillows, sheets, blankets and towels, and a five-day parking permit for your vehicle. Carbonated and alcoholic beverages are not included, but you are welcome to bring your own and use the built-in cooler on deck. The boat is configured with 9 cabins with double bed, 4 cabins with 2 single beds, and 3 single cabins. There are 4 heads below decks, one in each passenger area. There are also hot fresh-water showers below decks. The boat only accommodates 29 passengers, so act fast. Ten cabins are being held for the Club, but only until February 15th.

#### **THE PARTICULARS:**

**COST: \$845.00** per person double occupancy; single cabin \$880.00. If 10 or more people sign up there is a 10% discount.

**DEPOSIT: \$200.00** with balance due **August 5, 2018**. Reservations and payments are made directly with **Margaret** at **Maine Windjammer Cruises**. Call her at **800-736-7981** and be sure to identify yourself as with The Sailing Club.

For more information, contact **Helen Buckley** at 973-713-3597, or e-mail her at [windjammer\\_trip@thesailingclub.org](mailto:windjammer_trip@thesailingclub.org).



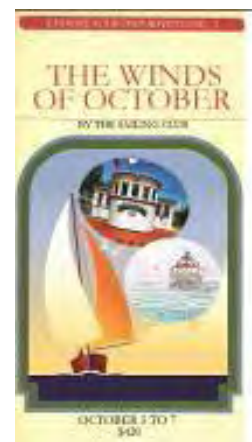
**CHESAPEAKE BAY  
ROCK HALL, MD  
ANNAPOLIS, MD**

**OCTOBER 5 – 7, 2018  
EARLY BOARD OCT 4**

### **THE WINDS OF OCTOBER**

October on the Chesapeake is a magical time of adventure and exploration. The combination of lingering warm weather and exciting autumn events make it a perfect time to plan a weekend getaway on the water.

This autumn trip combines some of the best Chesapeake Bay sailing conditions with a visit to historic Annapolis, Maryland and - best of all for some sailors - the Annapolis Sailboat Show. We're chartering some of our favorite boats from Haven Charters in Rock Hall, which allows time for some good sailing before reaching port, without the risk of running out of time.



#### **Thursday, October 4**

Arrive in Rock Hall and settle aboard the boats. Dinner at one of Rock Hall's seafood restaurants.

#### **Friday, October 5**

Depart Rock Hall and sail to Annapolis, which is only about an eighteen mile sail, so we don't have to go directly there. If conditions are right, a sail on down the Bay to Thomas Point light or further may be in order. However, sailing directly to Annapolis will get us there in time to attend the Sailboat Show late Friday afternoon (<http://www.annapolisboatshows.com/united-states-sailboat-show/>). We will have slips reserved at a marina within walking distance of town that is served by the Annapolis water taxi.

#### **Saturday, October 6**

Attend the United States Sailboat Show in Annapolis. Since not all of the crew might be interested in attending the Show, Annapolis offers many other activities such as touring the Naval Academy and historic Annapolis, and the Maryland State House. Quiet Waters Park and a number of historic churches are within walking distance of the marina. There are also many restaurants within walking distance.

If one of the skippers and a first mate are interested, one of the boats could go out for a sail for some or all of the day instead of attending the show.

**Sunday, October 9, 2016**

A leisurely return sail to Rock Hall is planned. Again, since it's not a long distance, we can enjoy some classic fall Chesapeake sailing. And since the next day, Monday, is Columbus Day, we may find lighter traffic for the drive home.

The cost of this trip is **\$420.00** per person (Skippers and Trip Leader - **\$227.00**). The price includes charter fees and slip fees for two nights. Food, fuel, pump-out, and other incidentals are additional and will be handled by each boat's crew. A **\$100.00** deposit *and* Release of Liability and Zero Tolerance Form must accompany your reservation form.

Please make your check payable to *The Sailing Club, Inc.* and mail it, along with your completed Reservation and Release Forms, to Mia McCroskey at the address below. Reservations will be processed beginning **April 7, 2018** with a random draw of those received by that date. All reservations received after that date are on a first come, first served basis. The balance of **\$320.00** will be due on **August 21, 2018**. The Club's standard thirty-day cancellation policy applies for this event.

**Trip Leader**

Eleanor Popolizio  
43 Mt. Pleasant Parkway  
Livingston, NJ 07039  
973-535-1650  
erp2000@msn.com

**Assistant Trip Leader**

Mia McCroskey  
19 Manor House Drive, K12  
Dobbs Ferry, NY 10522  
845-652-0776  
miamc@aol.com

*Please note that sailing conditions are dynamic, that your safety, and that of your crewmates, depends on your good physical health and agility.*





# TRIP RESERVATION FORM

Chesapeake Bay  
Rock Hall, MD  
October 5 - 7, 2018

(PLEASE PRINT)

NAME \_\_\_\_\_

M  F

2018 Sailing Club Member

Non-Member (please also complete and submit membership form)\*

## MAILING ADDRESS

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE (H) \_\_\_\_\_

(Other) \_\_\_\_\_

Email: \_\_\_\_\_

Non-Smoker

Smoker

**NOTE:** Smoking is not allowed at any time, on deck or below.

Prefer to sail with non-smokers

Club-qualified and willing to Skipper (Please attach resume).

Club-qualified and willing to be First Mate

My sailing experience to date is: \_\_\_\_\_

## IF POSSIBLE, I (WE) WOULD LIKE TO SAIL WITH THE FOLLOWING PEOPLE:

\_\_\_\_\_  
\_\_\_\_\_

## ALSO RESERVE \_\_\_\_\_ SPOT(S) ON THE TRIP FOR\*\*:

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M  F S/NS

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M  F S/NS

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M  F S/NS

NAME \_\_\_\_\_

Ph. \_\_\_\_\_

M  F S/NS

|                         |   |              |
|-------------------------|---|--------------|
| _____ people × \$100.00 | _____ people × \$420.00 after August 21, 2018 | TOTAL: _____ |
|-------------------------|---|--------------|

## Mail the following to the address at right:

This form

Check made payable to *The Sailing Club, Inc*

Release of Liability and Zero Tolerance Form (available from the Club's website: [www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf](http://www.thesailingclub.org/forms/thisyear/ReleaseFormAllEvents.pdf) and the Trip Information Package)

Mia McCroskey  
19 Manor House Drive, K12  
Dobbs Ferry, NY 10522  
845-652-0776  
miamc@aol.com

\* Non-members: Everyone must be a Club member to sail on a trip. Please complete a membership application and forward it, membership dues, and completed trip reservation form to the name above. Membership forms are available in the Member's Trip Information Package, at the Club's website: [www.TheSailingClub.org](http://www.TheSailingClub.org) or from the Trip/Assistant Trip Leader.

\*\* Please use the back of this form to describe the sailing experience of other sailors for whom you are reserving spaces.



**MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT**

Name of Trip \_\_\_\_\_

Date of Trip \_\_\_\_\_

**Mutual Release of Liability and Indemnification**

**As a participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.**

I, \_\_\_\_\_ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

**I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.**

**Initial ONLY One:**

\_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.

\_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

**Zero Tolerance**

A condition for participation on this trip is the total understanding and compliance with the policy of *Zero Tolerance* by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

All Participants: Please return this form with your reservation form.

Issue 4 April 12, 2012



## FLORIDA MIAMI AND THE KEYS

FEBRUARY 2 –11, 2019  
(TENTATIVE)

**The Sailing Club is in the final stages of planning a winter getaway for February of 2019. The trip will be officially announced at a later date, but is presented here to pique your curiosity.**

The Florida Reef is the only living coral barrier reef in the continental United States, and the third largest in the world. It is about four miles wide and extends for 170 miles. The barrier reef tract forms a great arc protecting Hawks Channel, where we will spend most of our time on this trip. Our planned itinerary will provide opportunities to explore the Upper Keys, and Duck Key in the Middle Keys. (We will leave the Lower Keys for another trip). There are more than 6,000 individual reefs, and they are 5,000 to 7,000 years old, having developed since sea levels rose following the Wisconsin Glaciation, the most recent glacial period.



This trip is perfect for those ready to escape winter in the northeast; eager for an adventure, which includes a snorkel or dive of these spectacular coral beds; and then indulge in some luxury and R&R at an elegant resort marina. We're planning a layover day at Hawks Cay Resort and Marina ([www.hawkscay.com](http://www.hawkscay.com)) on days five and six. It is in the Top Ten Best Florida Resorts listed by Travel & Leisure magazine.

The starting point is historic, charming, and the best-restaurants-in-Miami neighborhood of Coconut Grove. Our charter base is at Bayshore Landing Marina, Coconut Grove, Miami, Florida. Nine days of sailing, snorkeling and exploring the marine preserves of the Florida reef lay ahead. We also plan to visit Key Largo, Indian Key, Rodriguez Key, and Pumpkin Key. A pre-trip meeting will be held a couple of months before the trip at a time and place to be determined. All participants should make every effort to attend in order to meet your crewmates, plan your meals, and make travel plans.

### Trip Leader

Mary Ann Gordon  
2714 Packer Court  
Bridgewater, NJ 08807  
908-575-1457  
[maryagordon14@gmail.com](mailto:maryagordon14@gmail.com)

### Assistant Trip Leader

Bob Rainey  
2006 South Branch Drive  
Whitehouse Station, NJ 08889  
908-872-9101  
[rjrainejr@aol.com](mailto:rjrainejr@aol.com)

*Please note that sailing conditions are dynamic, your safety and that of your crewmates depend on your good physical health and agility.*



# 2018 Annual Membership Form

You must complete a new form each year

Membership year is **April 1** of the current year through **March 31** of the following year

**TYPE OF MEMBERSHIP:** (Check one) - **DO NOT COMBINE MEMBERSHIP WITH ANY OTHER PAYMENT**

|  |  |
|--|--|
| <input type="checkbox"/> Individual Membership at <b>\$30</b> annually                                     | <b>Membership fee payable to:</b> The Sailing Club, Inc.<br><b>Mail to:</b> Eleanor Popolizio<br>43 Mt. Pleasant Parkway<br>Livingston, NJ 07039 |
| <input type="checkbox"/> Household Membership at <b>\$40</b> annually<br>(All MUST reside at same address) |  |

*Dues are not deductible as charitable contributions for federal income tax purposes*

| MEMBER INFORMATION   |                  |           |
|--|------------------|-----------|
| PLEASE COMPLETE EVEN IF YOU ARE A RETURNING MEMBER   |                  |           |
| Primary Member Name:   |                  |           |
| Other Household Member Name(s):  |                  |           |
| Current address:   |                  |           |
| City:  | State:           | ZIP Code: |
| Home Phone:  | Cell Phone:      |           |
| Primary email:   | Secondary email: |           |
| <i>Broadcast email Notice: The Sailing Club frequently uses email to inform members of upcoming Club activities.</i> |                  |           |

Minor(s) (less than 18 years old) names and ages: \_\_\_\_\_

### Sailing Experience

|                               |                               |                                    |                               |                                   |  |
|-------------------------------|-------------------------------|------------------------------------|-------------------------------|-----------------------------------|--|
| <b>Primary Member</b>         | <input type="checkbox"/> None | <input type="checkbox"/> Beginning | <input type="checkbox"/> Some | <input type="checkbox"/> Moderate | <input type="checkbox"/> Considerable<br><i>(Please attach resume)</i> |
| <b>Other Household Member</b> | <input type="checkbox"/> None | <input type="checkbox"/> Beginning | <input type="checkbox"/> Some | <input type="checkbox"/> Moderate | <input type="checkbox"/> Considerable<br><i>(Please attach resume)</i> |

### Sailing Experience Categories:

- None:** May or may not have been on a sailboat. Lacks understanding of how sailboats work, or how to perform any maneuvers.
- Beginning:** Sailed on small boats or participated in sailing charters. Understands wind direction and basic boating safety. Has knowledge of sailing terminology and some sail handling. Performs sailing maneuvers under close supervision.
- Some:** Sailed on large auxiliary sailboats as active crew. Understands wind direction, boating safety, sailing terminology, knot tying, sail handling, inland rules of the road and galley safety. Knows radio and "head" procedures. Steers boat with minimal rudder movement. Performs sailing maneuvers under general supervision.
- Moderate:** Sailed on large auxiliary sailboats as active crew. Has the required knowledge, skills and experience as a sailor with "Some" experience, with the addition of anchoring, docking, maneuvers under power and navigation. Recognizes changing weather patterns and is an experienced helms person in emergency and adverse sailing conditions. Performs sailing maneuvers without direction and is capable of functioning as a first mate on an auxiliary sailboat.
- Considerable:** Has the required knowledge, skills and experience as a sailor with "Moderate" experience with the addition of boat system troubleshooting and advanced piloting. Capable of assuming full responsibility for the boat and crew as skipper.

**PLEASE NOTE** that sailing conditions are dynamic. Your safety, and that of your crewmates, depends on your good physical health and agility.

I hereby apply for membership in The Sailing Club, Inc. and acknowledge the following:

- I agree to abide by the Bylaws and Policies of The Sailing Club, Inc. [[www.thesailingclub.org/forms/ByLawsIssue5.pdf](http://www.thesailingclub.org/forms/ByLawsIssue5.pdf)]
- I am fully aware of the risks associated with sailing, and that this application incorporates the full terms of the Mutual Release of Liability and Indemnification on page 2 of this document.
- In no way will I hold The Sailing Club, Inc., or any of its agents, responsible should I be physically or mentally injured while participating in any activity which in any manner could be associated with my membership in The Sailing Club.

|                          |       |                                  |       |
|--------------------------|-------|----------------------------------|-------|
| _____                    | _____ | _____                            | _____ |
| Primary Member Signature | Date  | Other Household Member Signature | Date  |

**Mutual Release of Liability and Indemnification**

\_\_\_\_\_ and \_\_\_\_\_ (hereafter "Member(s)") hereby enters into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration of the following: (1) Member(s)' being permitted by the The Sailing Club, Inc. (aka "The Sailing Club") to participate in The Sailing Club events and have access to The Sailing Club facilities, (2) that these events and facilities are provided for purely recreational purposes for the mutual pleasure of the participants and (3) that Member does not wish to expose any of his/her personal assets to the risk of an adverse judgment.

Member(s) hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from my use of or presence upon the facilities, boats or equipment, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s agents or boats, or equipment supplied by The Sailing Club, Inc.

Member(s) agrees that he/she will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which the Member now has or which he/she may have arising out of or in connection with his/her participation in any events associated with The Sailing Club. Member(s) agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release.

Member(s) fully understand that sailing is a participation sport and is fully aware of the risks and hazards involved in or arising from the use, participation or presence upon the facilities and boats affiliated with The Sailing Club. Member(s)' signature(s) hereon shall serve as a release, indemnification and assumption of the risk on behalf of Member, and his/her spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

MEMBER(S) HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE USE OF OR PRESENCE UPON THE FACILITIES AND BOATS AFFILIATED WITH THE SAILING CLUB including, without limitation, the risks of bodily injury, death and/or loss or damage to personal property. Member(s) fully understands that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, Member fully understands that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

Member agrees that he/she shall not rely on the judgment of any of the Released Parties when participating in The Sailing Club events. He/she assumes the responsibility to judge his/her fitness to participate in The Sailing Club events and his/her capabilities to face the risks and hazards inherent in any of the activities related to these events. Member(s) further recognizes that he/she alone is responsible for his/her safety while participating in The Sailing Club events.

Member(s) acknowledge that if he/she IGNORES THIS AGREEMENT AND FILES SUIT, HE/SHE WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

Member(s) hereby acknowledges and agrees that New Jersey law governs his/her participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, Member(s) agrees that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

**I CERTIFY THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.**

**Each Member Must Initial One:**

- \_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.
- \_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associated with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agrees that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

\_\_\_\_\_ **Primary Member Signature**                      \_\_\_\_\_ **Date**                      \_\_\_\_\_ **Other Household Member Signature**                      \_\_\_\_\_ **Date**

**If more than two adults in the household, please attach additional forms with their signatures.**

-----THIS SECTION FOR CLUB USE ONLY-----

|                             |                       |                    |               |
|-----------------------------|-----------------------|--------------------|---------------|
| CHECK NO: _____             | DATE REC'D _____      | CHECK AMOUNT _____ | RENEWAL _____ |
| DATE SENT FOR DEPOSIT _____ | DATABASE UPATED _____ | COMMENTS _____     |               |