

WANDERLUSTERS SAILING CLUB, INC.

MEMBERSHIP APPLICATION

Application for Wanderlusters Sailing Club Membership & Course

Name: _____

Address: _____

Cell Phone: _____ Home Phone: _____

E-mail: _____

About You:

How did you learn about Wanderlusters Sailing Club?

Briefly describe what type of sailing or boating experience you have:

Do you have any physical limitations or health issues that others should know about or consider when you are on-board for your safety? E.g., heart condition, asthma, difficulty in getting around, allergies, special medications, etc. If so, it is your responsibility to inform the boat captain when boarding Club boats:

Do you know how to swim well? ____ If not, it is your responsibility to wear personal flotation gear at all times while on boats. We can provide one for you (standard life preserver) or bring your own.

You acknowledge, by submitting this application and signing below, that you agree:

- to read the most recent version of the WSC Members' Handbook, currently available at http://wanderlusters.weebly.com/uploads/6/0/7/0/6070691/2019_members_handbook.pdf, which contains important details on membership activities, fees, scheduling, certain legal notices, and member obligations, and to abide by all conditions in that Handbook; and
- that you agree to the attached Membership & Participation Terms & Conditions, which contain important legal notices.

Member Applicant Signature

Date

Cost & Fees:

- Initiation \$400.00. Includes 1st year Membership Fee and 20 hours of On-The-Water training.
- Additional family members can join at the same time for half price - \$200.00 Total for 2 = \$600.00

Preparation:

Please take two free online courses at: nauticed.org/sailing course:

1. Navigation Rules
2. Basic Sail Trim before your first on-the-water class.

Also, take the free Maryland online Boating Safety Course – www.boat-ed.com.

Also, purchase the textbook: Sailing Fundamentals by Gary Jobson, available on Amazon for about \$17+ in paperback. This provides relevant information about boats, sailing, and navigation.

Location of boats:

Muller Marine, 616 Third St. Annapolis, MD 21403 (corner of Eastern Ave. next to J-World.
End of the dock on the left, sterns facing the dock.

Joining & Payment:

E-sign this document and return to treasurer@wanderlustersailing.org.
and send a payment by electronic means or in the mail.

- Send a check through the mail (with form if needed):
Payable to: “WSC” or Wanderluster Sailing Club
c/o Lionel Phillips, 7178 Airlie Road, Warrenton, VA. 20187
 - You must also sign and initial pages 3,4,5 and return them too, if not E-signed.
- Pay with a credit card: <https://epay.wanderlustersailing.org/>
Please fill in all fields, especially about what the payment is for.

About Us:

Contact

Jim Prisbe, Commodore – jm2005jm@verizon.net, or
Bill Herald, Vice Commodore – wherald17@gmail.com or

visit us at

<http://wanderlustersailing.org> or
www.meetup.com/wanderlustersannapolis

WANDERLUSTERS SAILING CLUB, INC.
MEMBERSHIP & PARTICIPATION TERMS & CONDITIONS

1. Member's Handbook: All terms contained within the most recent version of the WSC's Member's Handbook are incorporated into and part of the overall agreement between Members and WSC and are as equally binding as all terms contained herein.
2. Applicability: All Members must agree to these Membership & Participation Terms & Conditions for themselves and for any Minors (children below the age of 21) participating in WSC activities, for whom the Member is parent or legal guardian. All Guest(s) invited by a Member and participating in any WSC activities must also agree prior to any participation. Members, on their own behalf and on behalf of any Minors, and invited Guest(s), are collectively referred to below as Participants.
3. Acknowledgment of Risk: Participants understand and acknowledge the following:
 - a) Participation in sailing activities either as part of a sailing course or when directly chartering a boat for recreational use, carries inherent risk, including the risk of permanent injury or death.
 - b) Participation in sailing courses under the supervision or direction of WSC staff, agents, or other Members, requires adherence to rules and procedures outlined in the Member's Handbook, as well as verbal direction from any responsible captain or crew assistant, and failure to follow any such rules, procedures, or direction, exposes Participants and others to increased risk of permanent injury or death.
 - c) Participation in sailing courses under the supervision or direction of WSC staff, agents, or other Members, requires those individuals to act consistent with their knowledge, skills, experience and certifications, which inherently require the exercise of judgment and discretion in decisions that may affect safety or risk.
 - d) By virtue of participation in any WSC activities, hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable.
4. Assumption of Risk: Participants understand that their participation in any and all WSC activities is voluntary. Participants freely assume the above-mentioned risks as well as other risks not listed that are part of any WSC activities, and any harm, injury or loss that may occur to Participants or their property, as a result of participation in WSC activities. This assumption includes any injury or loss caused by the negligence of WSC, its officers, agents, staff, employees, and other Participants. This assumption of risk, consistent with the below releases and waivers, does not extend to damage or injury caused by the gross negligence or willful misconduct of any person. Participants understand that any equipment, including boats and any supporting equipment, that are provided by WSC are used at their own risk, and that any such equipment is provided without any warranty about its condition or suitability. Participants assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with their participation in WSC activities. Participants agree to follow the rules for any WSC activities as outlined within the Member's Handbook or supplemental guidance provided by WSC relating to any specific activity.
5. Release of Liability: Participants hereby waives, releases, and forever discharges WSC, its employees, agents, officers, and contractors, and any other Member ("Released Parties"), from all liabilities, causes of action, claims or demands of any kind or nature, that arise in any

way from or are related to any Participants' participation in WSC activities, including injury, death, loss or harm. This release, waiver and discharge includes any claims for negligence or claims for strict liability for abnormally dangerous activities, committed by or attributable to any Released Parties. This release does not extend to claims for gross negligence, intentional or reckless misconduct. Participants agree not to sue or make a claim against the Released Parties for any negligent act on their part that causes death, injuries, loss or harm that occurs during or related in any way to WSC activities.

6. Third Party Indemnification: Participants agree to indemnify and to hold harmless and defend all Released Parties and any of their respective assigns from all third-party claims for any liability, injury, loss, damages, or expense, including attorneys' fees, in any way connected with or arising out of Participants' participation in any WSC activity. Participants' agreement to indemnify, hold harmless, and defend, extends to any and all third-party claims for Participants' negligence, and any other claim arising from their conduct during the activity.
7. Dispute Resolution: Participants agree to exclusively use these dispute resolution procedures in the event of any dispute, claim, or disagreement that arises under or is related to Member's Membership or Participants' participation in WSC activities. The following provisions shall be followed in sequence as a condition precedent, such that any parties to a dispute shall first try negotiations & discussions, and only if such are unsuccessful then pursue mediation, and only if mediation is unsuccessful arbitration, as outlined below. Both the Participants and WSC are equally bound by these provisions, and both fully and completely agree to these procedures instead of litigation. Accordingly, Participants and WSC waive any and all rights to bring or pursue actions in courts or equivalent administrative bodies of any jurisdiction, apart from small claims, to participate in any class action, and to seek any jury trial.
 - a) Negotiations & Discussion. In the event of any dispute, claim, question, or disagreement arising from or relating Member's Membership or Participants' participation in any WSC activities, the parties to any dispute shall use their best efforts to settle the dispute, claim, question, or disagreement. They shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be referred to mediation with the assistance of a third party mediator, as provided for below.
 - b) Mediation. If the dispute has not been resolved by negotiation & discussions within 30 days, then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. The parties shall agree on a mediator with requisite skill, knowledge, and experience, relating to the subject matter of the dispute. For example, if a dispute arises that is dependent upon sailing or boat operation, then the parties shall evaluate local captains willing to serve as mediator. However, if they cannot agree within 14 days then any local branch of the Judicial Arbitration and Mediation Services ("JAMS") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties will jointly and equally pay the costs of any mediation. Mediation sessions may occur virtually, or if physical within any selected mediator's office or designated facility located within 30 miles of Annapolis, Maryland.
 - c) Arbitration. If the parties have not resolved their dispute with the assistance of mediation,

upon notice to the other party and the mediator, either party may then pursue arbitration and all disputes, claims, questions, or differences shall be finally settled by arbitration administered by JAMS in accordance with JAMS Streamlined Arbitration Rules & Procedures. The parties shall not use the same mediator for arbitration, but shall instead select one different arbitrator. Arbitration sessions may occur virtually, or if physical within any selected arbitrator's office or designated facility located within 30 miles of Annapolis, Maryland. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party will equally share in all filing fees or other costs of arbitration, but upon demonstration from any Participants that they are unable to pay any initial filing fee, WSC shall pay the initial fee.

8. Binding Effect: These Terms & Conditions shall be binding upon Participants' relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of WSC and its successors and assigns.
9. Guest & Minor Responsibilities: Member acknowledges that these Terms & Conditions are equally binding upon any Minors or Guests invited by the Member to participate in any WSC activity. By signing below, each Participant agrees to the terms reflected below on behalf of their Minor.

I certify that I am the parent or legal guardian of a Minor that I have invited to participate in a WSC activity. I have read and agreed to the WSC Terms & Conditions, and that I additionally sign this release freely. I understand the legal consequences of signing this document, including (a) releasing WSC and other Participants from all liability on my and the Minor's behalf for claims of negligence or for strict liability for abnormally dangerous activities, (b) waiving my and the Minor's right to sue the WSC or other Participants, (c) and assuming all risks of the Minor's participation in this WSC activity. I allow the Minor to participate in this activity. I understand that I am responsible for the obligations and acts of the Minor as described in the WSC Terms & Conditions, including the referenced Member's Handbook.

10. Additional COVID-19 Notice: Recognizing the unique nature and risks stemming from the prevalence of COVID-19 and increased potential to contract the disease from interaction with others, Participants also agree to review and sign a specific COVID-19 Addendum prior to any participation in WSC activities and to require any invited guests to do so, for the duration of concerns over the pandemic, without regard to whether any federal, state, or local emergency declaration remains in effect or has been rescinded.

Participant Signature
(Member or Invited Guest)

Date