

St. Augustine Yacht Club Sailing Center, Inc.  
 442 Ocean Vista Ave  
 St. Augustine, FL 32080

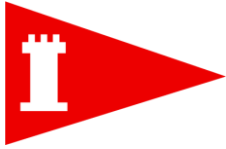


## EQUIPMENT USAGE AGREEMENT and LIABILITY WAIVER

Approved members and their guests are required to reserved equipment via the SAYC on-line reservation system. The Sail Director will maintain the reservation system and calendar and an updated list of approved members. Team race schedules, sail classes, and other revenue generating activities may take precedence over members reservations. Members must schedule in advance with submitted Float Plan. Please report damage immediately by sending a description of the incident and damage and photos for reference to [marissa@saycsc.org](mailto:marissa@saycsc.org)

**Members are required to provide PFDs for themselves and their guests. In addition, a handheld VHF radio or cell phone are be required for each skipper checking out a boat, kayak, or SUP.**

<b>SAYCSC Boat Sign Out Form</b>
<b>Skipper Name</b>
<b>Float Plan:</b> <b>Where do you plan to sail?</b> <b>When are you leaving?</b> <b>When do you plan to return?</b> <b>What's the weather forecast?</b> <b>What is the forecasted wind velocity and direction?</b> <b>List any guests aboard that have not been previously noted.</b>
<b>Negligent Damage Policy</b> Any member who signs out a boat is financially responsible for damage to that boat and equipment resulting from gross negligence or recklessness. SAYC will make every attempt to assist the Sailing Center in collection efforts because of damage, up to and including sanctions.
<b>Signature</b> _____
<b>Date</b> _____



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**SAYCSC RELEASE OF LIABILITY**

In consideration of the undersigned's participation in the SAYCSC Small boat reservation the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasers"), hereby forever waive, release and discharge each of the St. Augustine Yacht Club Sailing Center, The St. Augustine Yacht Club, Sponsors, the Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, volunteers, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in the Program or other activities related thereto.

**THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR'S PARTICIPATION IN THE PROGRAM EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.**

Releasers hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Program. Releasers knowingly assume all risks of participation in the Program, including all risk of personal injury and loss of or damage to the Releasers or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releaser(s) if injured as a result of participation in the Program, and release all other persons and entities mentioned above who might otherwise be liable to Releasers. Releasers agree to abide by all rules of the Sponsors and the Host in connection with participation in the Program and understand that the failure to observe and obey such rules may result in instant revocation of Releaser(s)' right to participate in the Program.

Signature of Program Participant: \_\_\_\_\_

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

**PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)**

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasers as specified herein.

Signature of Parent/Legal Guardian: \_\_\_\_\_

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