



## 2019 MEMBERSHIP AGREEMENT

### 2019 WINDS ALOFT SAILING MEMBERSHIP AGREEMENT, RELEASE AND INDEMNIFICATION

Whereas \_\_\_\_\_ (now referred to as “Member”) accepts this agreement in consideration for membership in Winds Aloft Sailing LLC’s sailing club, hereafter referred to as Winds Aloft Sailing.

Winds Aloft Sailing and Member agree to the following:

**1. FINANCIALS:**

- a. Member will remit \$1500 for the 2019 sailing season.
- b. Member will remit a \$1000 refundable damage deposit.
- c. \$50 instructor fee for orientation sail (one-time fee)

**2. MEMBER PRIVILEGES**

- a. Unlimited use of Francis B, a 1994 Catalina 270 LE with the following reservation policy:
  - i. Maximum of two open Sailing Sessions reserved with unlimited advanced window.
  - ii. Unlimited Sailing Sessions may be scheduled per month within a two-day advanced reservation window (not counting day of event.)
- b. Definitions of a “Sailing Session”
  - i. Period 1: Sunrise to 1300
  - ii. Period 2: 1400 until 30 minutes before sunset

**3. RESTRICTIONS ON PRIVILEGES:**

- a. No single handing
- b. No rafting
- c. No racing
- d. No night sailing. Vessel must be in a slip, on mooring ball or at anchor ½ hour before sunset and until light enough to navigate in the morning.
- e. Area of operation limited to Lake Pepin. Warning: If outside Lake Pepin, insurance coverage ceases and member is wholly liable for any damage or liability.
- f. Additional restrictions as annotated on the Member Checkout form.
- g. The yacht may not be used by a Member for formal training and instruction except for prior permission granted.

**4. MEMBER RESPONSIBILITIES**

- a. The member warrants the accuracy of his/her sailing resume submitted to Winds Aloft Sailing. In addition, the Member warrants they are competent in handling and operating a craft similar to a Catalina 270 LE and is capable of assuming the responsibilities of Skipper of the Yacht in respect to seamanship knowledge and skills, pilotry, Rules of the Road, and crew management so as to safely undertake the planned sailing event.

Member Initial \_\_\_\_\_



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- b. Vessel Checkout: Member will attend an orientation sail prior to exercising Member Privileges. Orientation sails will be scheduled at least once per season prior to May 15<sup>th</sup> and as needed after May 15<sup>th</sup>. There is a \$50 per person fee for an orientation sail.
  - c. Pre-Sail Checklist
    - i. Member will complete a Pre-Sail Checklist prior to operating the vessel for each Sailing Session.
    - ii. Member must immediately notify Winds Aloft Manager upon discovery of damage or equipment failure which has not been entered into the vessel's logbook. Notification shall be by telephone, e-mail or text.
    - iii. Member is responsible for any unlogged damage, breakage or failure not reported prior to sailing.
    - iv. Member must notify Winds Aloft Sailing manager if fuel is at the half full mark or less.
  - d. Member must be present on board and in command any time the vessel is underway.
  - e. Member must use good judgement and not operate when conditions exceed his/her experience.
  - f. Member must be at the helm while departing from a slip, operating within the confines of a marina, and returning to a slip.
  - g. The member shall ensure the yacht, while under his/her command, will at all times comply with all relevant laws of all jurisdictions within which the yacht may be located.
  - h. Members must return the yacht to the slip and have the vessel ready for the next sailing period on time.
  - i. Member is responsible for pumping out the holding tank prior to returning to the slip if the head was used during the sailing period. If the previous Member did not pump out the tank, make a logbook entry and notify the Winds Aloft Sailing manager prior to leaving the slip.
  - j. Member must complete the Post-Sailing checklist prior to leaving the marina.
  - k. Members that do not clean up properly or fail to stow gear in accordance with the Post Sail Checklist or secure the boat properly after use will receive a notice. Three (3) notices and they will forfeit their membership without refund. Checklists for stowing gear and securing the boat are found in the vessel's logbook.
- 5. WINDS ALOFT SAILING RESPONSIBILITIES**
- a. Winds Aloft Sailing will periodically clean the vessel.
  - b. Winds Aloft Sailing will maintain adequate insurance on the Vessel.
  - c. Winds Aloft Sailing will ensure the vessel is filled with diesel if it falls below a half tank.
  - d. Winds Aloft Sailing will maintain the vessel in a safe, seaworthy, working condition. All discrepancies will be addressed at the soonest opportunity.



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- e. Winds Aloft Sailing will limit club membership to five (5) full time members, not including administrators, during the 2019 sailing season.

### 6. INSURANCE

- a. The Yacht is insured against standard marine perils with Protection and Liability coverage but subject to a \$1000 physical damage deductible clause.
- b. The Member is responsible for damage or loss to the charter vessel not to exceed the amount of the Damage Deposit paid by the Member, regardless of fault. Beyond that amount, the Member is relieved of any liability for such loss or damage, if the event is covered by insurance.
- c. In the event of any accident or disaster, the Member must give Winds Aloft Sailing prompt notice of the incident.
- d. The Damage Deposit held by Winds Aloft Sailing against Member damage or loss is applicable per incident. If a Member reaches or exceeds the Damage Deposit held by Winds Aloft Sailing before the end of the Boat Club season, another Damage Deposit will be required to continue Membership.
- e. Dinghies, outboard motors for dinghies, kayaks, grills or any other accessories that were provided by Winds Aloft Sailing to that particular use of the vessel are not covered by either the charter vessel insurance policy or the security deposit.
- f. The Member shall comply with and be bound by the terms, conditions and limitations of the said policies, and shall cooperate with Winds Aloft Sailing in the event of any claim or suit. In the event of any loss, accident, breakdown or disaster, the Member shall give immediate notice of the same to Winds Aloft Sailing. In such an event, the Member shall take all steps reasonably possible to preserve the vessel and its equipment, but shall not attempt to make any repairs, personally or by professionals, of major significance without specific authorization by Winds Aloft Sailing. The Member shall be responsible for the amount deductible in respect of any claim on the hull insurance policy. Winds Aloft Sailing accepts no responsibility in the respect of loss, accident, breakdown or disaster beyond the risks covered by the insurance specified herein and the Member agrees to hold harmless Winds Aloft Sailing, its officials, agents and employees and their heirs from any and all loss or liability for injury or damaged caused to any person or property in connection with the vessel. Without prejudice to the generality of the foregoing, the Member specifically agrees to assume all responsibility and liability for, and to indemnify Winds Aloft Sailing, its officials, agents, and employees and their heirs in respect of any accidents, injuries, or death. Furthermore, Winds Aloft Sailing and the Owner accept no responsibility for any allegedly defective condition of the vessel and no warranty, implied or otherwise, with respect to the vessel, related equipment or anything supplied including, but not limited to, any outboard motor, dinghy, kayak or grill.



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- g. Any questions or concerns about insurance coverage or policy terms regarding the vessel can be directed to Markel American Insurance Company of Glen Allen, VA.



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### Winds Aloft Sailing Club Release and Indemnification

#### RECITALS:

1. Winds Aloft Sailing is in the business of chartering sailing yachts to individuals for recreational purposes.
2. Member has provided a resume' of his/her sailing experience to Winds Aloft Sailing, and Winds Aloft Sailing is relying on said resume' in allowing Member to charter one of its vessels.
3. Winds Aloft Sailing and Member have entered into a Winds Aloft Sailing Membership Agreement; which agreement is specifically incorporated by reference.
4. It is the desire of both Winds Aloft Sailing and Member to enter into this agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Member has sufficient experience or has arranged for sailing instruction to obtain sufficient knowledge and experience, and is confident they will be capable of safely operating the vessel under any and all conditions which may arise.
2. That Member recognizes the operation or "making way" of the vessel after sunset is strictly prohibited. Additionally, operation of the vessel while intoxicated or under the influence of a controlled substance is strictly prohibited and subject to immediate termination of membership in Wind Aloft Sailing. Incidences related to these items may not be covered by insurance claims.
3. That Member is further aware that weather and other conditions beyond his/her control can and do, rapidly change.
4. That Member acknowledges that he/she has been given adequate and sufficient warnings as to the inherent and potential dangers associated with the operation and use of the vessel, and assumes any and all risk associated with its use and operation.
5. Winds Aloft Sailing does agree that if, after reading this agreement Member requests, Winds Aloft Sailing shall supply a licensed captain for the benefit of Member at an additional charge.
6. That Member has fully inspected the sailing vessel which he/she is chartering, and is fully aware of its present condition and accepts the yacht in its present condition as is.
7. That Member agrees to notify any and all of his/her guests who may come onboard the vessel during the term of Members agreement with Winds Aloft Sailing, of all inherent and potential dangers associated with the use and enjoyment of the vessel. It is further agreed that all guests on the vessel shall be the invitees of the Member, and they shall be further informed, that neither Winds Aloft Sailing nor the owner of the vessel shall owe any duty of any kind or nature.
8. The Member and his/her heirs, executors, administrators, successors, or assignees, do hereby expressly stipulate and agree to release, indemnify and hold forever harmless, Winds Aloft Sailing, its Officers, Employees and their heirs against any and all claims, demands and actions of any kind or nature, which may hereafter at any time be made or instituted against Winds Aloft Sailing, its successors, assigns, employees, officers, directors, principals, and agents against any and all action, causes of action, debts, dues, claims and demands of every kind or nature, both at law and in equity, which may now or at any time in the future, arise or be associated with the operation and/or use of the sailing vessel, and does further agree to reimburse or make good any loss, demand or cost including reasonable attorney's fees, which Winds Aloft Sailing, its successors, assigns, employees, officers, directors, principals or agents may have to pay if any litigation arises from any such claim or action.



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9. The laws of the state of Minnesota shall govern any and all actions and the interpretation of the provisions of this agreement.

**Member has agreed to the terms of the Membership Agreement and the Winds Aloft Sailing Club Release and Indemnification:**

\_\_\_\_\_  
**Member Signature**

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

Send Completed Form To:  
Winds Aloft Sailing  
Attn: Scott Woolfrey  
1811 Venus Ave.  
Arden Hills, MN 55112

E-mail Form To:  
WindsAloftSailing@gmail.com

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Administration Use Only

Application Reviewed                      Initials \_\_\_\_\_                      Date \_\_\_\_\_

Resume Reviewed                            Initials \_\_\_\_\_                      Date \_\_\_\_\_

Membership Agreement                      Initials \_\_\_\_\_                      Date \_\_\_\_\_

Dues Received                                Initials \_\_\_\_\_                      Date \_\_\_\_\_

Damage Deposit Received                    Initials \_\_\_\_\_                      Date \_\_\_\_\_

Vessel Checkout Completed                   Initials \_\_\_\_\_                      Date \_\_\_\_\_

Member Initial \_\_\_\_\_