

MEMBERSHIP APPLICATION & WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT

Date:/ _	/	PLEASE PRINT LEGIBLY
I/We,apply for membregulations and	pership in the Beaver Lake Sailing	Club (BLSC), and if elected to membership, agree to comply with its rules,
Type of member	ership applied for: (Check One)	Regular Member Associate Member
Member Spons	sor (Required):	
Original Applicant Applicant Address		Co-Applicant Co-Applicant Address
Applicant's Phone No		Co-Applicant's Phone No
Applicant's Email		Co- Applicant's Email
Applicants Employer		Co-Applicants Employer
Name(s) of Dependent(s) over 18 years old / Date of Birth:		e of Birth: Name(s) of Dependent(s) over 18 years old / Date of Birth:
	/	/
	/	/
	/	/
Reference 1	Name:	Relationship:
	Phone No	Email:
Reference 2	Name:	Relationship:
	Phone No	Email:
Reference 3	Name:	Relationship:
	Phone No	Email:
Do you have sa	iling experience? If so, please des	cribe:
•		gram? If so, in what capacity? Skipper Crew Race Committee yes, please include name, phone number, and address of sailing club:
• •		Off yes, reason for leaving: ons? If yes, please list your affiliations (Separate sheet may be used):
Do you current	ly own a sailboat? Yes No	If Yes, fill out below:
		Model Length
Beam	Sail Number	Hull Color Engine Type: Inboard Outboard
	spouse/domestic partner, or depe	ndents ever been convicted of a felony? If so, please explain (Separate sheet



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I, ______, _____AGREE TO THE FOLLOWING TERMS UPON APPROVAL OF THIS APPLICATION TO JOIN THE BEAVER LAKE SAILING CLUB (the Club):

- 1. I am an individual of at least 21 years of age and am of good moral character.
- 2. I understand that this Application will be reviewed by the Club Board of Directors. As part of such review, the Club may make inquiries regarding my character, general reputation and credit standing. If approved, I agree to comply with the Club Rules and Bylaws, which govern myself, my spouse/domestic partner & dependent(s) over 18 years of age.
- 3. I accept full responsibility of all liability or claims toward the Club made by myself, my family, friends, guests, heirs and assigns, holding the Club, its Officers, Members-at-Large, and members harmless from claims set forth by those categories named herein, as well as accepting responsibility for any personal or property damage caused by same to the Club, Board of Directors, Officers and/or its members.
- 4. I explicitly assume the risk and the responsibility inherent in recreational activities and indemnify and hold the Club, its Officers, Members-at-Large and members harmless from legal actions resulting from property damage and/or physical injury to myself, anyone in my family, friends and guests that may result from events associated with the Club or having to do with maintenance, repair and emergency situations or by equipment owned or operated by the Club, its Officers, Directors or members. This explicit assumption of risk and indemnification of the Club, its Officers, Members-at-Large, and members shall be considered in full force and effect for the duration of my affiliation or until my resignation, suspension or upon the final removal of my vessel from the Club property or docks, whichever event shall last occur.
- 5. I understand that the Club, its buildings, docks and property are a place of sport, recreation and entertainment, and shall be treated as such in a court of competent jurisdiction and under the rules, regulations, statutes and laws of the State of Arkansas, Maritime Laws, Bylaws of the Club and those laws enforced by the United States Coast Guard.
- 6. I agree to abide by the Articles, Bylaws, Club Rules, Regulations, Policies, the laws of the State of Arkansas, Maritime laws and the laws regulated by the United States Coast Guard, as they currently exist or may exist in the future.
- 7. I understand and agree that each boat I own docked, stored or otherwise on Club property must carry bodily injury & property damage liability insurance for each boat in the amount of \$50,000 per occurrence. A copy of documentation from the insurance company which includes vessel information and insurance limits is required at the time a request for a slip assignment is made and annually thereafter.
- 8. I agree to assume responsibility for damages to property owned by the Club and/or its members, caused by any boat(s) I own being inadequately secured to a Club dock.
- 9. I hereby grant the Club Board of Directors and/or Waterfront Committee the right to move or relocate any boat(s) owned by me, in the event of an emergency, maintenance or repair of Club docks, grounds or other facilities.
- 10. I understand that I may apply for a wet slip assignment through the Slip Waiting List. I understand that I may be on the Slip Waiting List for an extended, undetermined period of time.
- 11. I understand that the Club is supported solely by its Membership. I will attend a majority of the mandatory service workdays every year. I agree to pay the fine/fee determined by the Club if I am AWOL or do not make up for missed workdays.
- 12. I understand that the Club Board of Directors, at its sole discretion, may remove any member from the Club for violations of the conditions set forth herein, for non-payment of Membership Dues and/or levied fines or fees or for violation of the Bylaws, Articles, Policies, Rules and/or Regulations stated therein.
- 13. I agree that I, my spouse/domestic partner/and dependent(s) over 18 years of age shall independently sign this Agreement/Waiver, indemnifying the Club and its members.

Revised: August 14, 2023



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Waiver and Hold Harmless Section

Liability Provisions

By application for and after approval of membership in the Beaver Lake Sailing Club, Inc. (the Club), each member, for themselves, their spouse/domestic partner and resident children, specifically assumes any risk inherent in any activity actually existing on the Club premises, shore line, and water adjoining the same. The Club and its officers assume no liability whatsoever for any accident or resulting injury, whether personal or otherwise, in the operation and maintenance of the Club or activities in connection therewith, or for any equipment owned or operated by the Club. Each member agrees specifically for themselves, thier spouse/domestic partner and resident children to hold harmless the Club and its officers from any and all liability in connection with any and all Club activities or use of Club equipment or premises. The waiver assumption and indemnification, is to be in force as long as the member is affiliated with Club.

Waiver and Conditions

Members of the Club, who keep their boat(s) at Club, will be responsible to report any dock disrepair to the Chairman of the Waterfront Committee.

Board of Directors may at its sole discretion approve or disapprove membership in the corporation.

In consideration of being granted the membership applied for I/We agree as follows:

- 1. To assume the risk of using all club facilities and agree to make no claim against BLSC for injury to myself or my property.
- 2. To hold Club harmless for any damages that may be claimed because of acts performed by me or damages caused by my property.
- 3. To be responsible for any and all damage to Club property caused by My/Our boats(s) being improperly tied or secured.
- 4. To abide by the articles, bylaws, policies, & Club rules in existence now or as may be amended or added.
- 5. To pay all required dues and fees promptly when due, and if not paid promptly, I/We authorize the Board of Directors or its designate to remove or relocate the stored property at a location to be chosen by Club. Such removal/relocation shall be without liability to the Club. The Board or its designate shall give notice as may be listed in the bylaws.
- 7. To comply with all Arkansas boating laws, rules, and regulations as may be lawfully adopted by the State of Arkansas. This shall include the timely registration or licensing of My/Our boat(s) each year.
- 8. Notice, as called for herein, shall be sufficient when emailed to email address of Club record or mailed certified U.S. Mail to the home address of Club record. Notice shall be deemed given when mailed or emailed.
- 9. This application/waiver and conditions hereof shall continue in effect during the time of My/Our membership in the Club.
- 10. Should any provision of this application/waiver be declared illegal or non-enforceable, such declaration shall not affect the remaining provisions.
- 11. The provisions of this application/waiver shall be binding upon the spouse/domestic partner and resident children of the applicant(s).
- 12. The provisions of this application/waiver shall be interpreted under the laws of the State of Arkansas.
- 13. This application/waiver is not assignable.

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I HAVE RECEIVED AND READ THIS AGREEMENT & WAIVER AND THE BYLAWS OF THE BEAVER LAKE SAILING CLUB. I UNDERSTAND AND AGREE TO THE CONDITIONS & PROVISIONS OF THIS AGREEMENT, AND THE BYLAWS, RULES, REGULATIONS AND POLICIES OF THE CLUB.

Applicant's Printed Name:	Co-Applicant's Printed Name:
Applicant's Signature	Co-Applicant's Signature:
Date:/	Date:/
Dependent's Printed Name	Dependent's Signature:
Date:/	
	Dependent's Signature:
Date:/	
Dependent's Printed Name	Dependent's Signature:
Date:/	
Payment amount accompanying application: \$	Date:/
For Club Use Only:	
Application Received Date://	-
Payment Received Date:/	-