



BEAVER LAKE SAILING CLUB, INC.

MEMBERSHIP

APPLICATION/WAIVER OF LIABILITY/ HOLD HARMLESS AGREEMENT

Application Section

I/We, _____,
apply for membership in the Beaver Lake Sailing Club (BLSC), and if elected to membership, agree to comply with its rules, regulations and bylaws.

Date: _____ Type of membership applied for (please check one): Member _____ Associate Member _____

Applicant/Co-Applicants

Address _____

Applicant's Phone No. _____ Co-Applicant's Phone No. _____

Applicant's Email Address _____ Co-Applicant's Email Address _____

Applicants Employer/Name _____ Co-Applicants Employer/Name _____

Name(s) of Resident Dependents:	Date of Birth:
_____ / _____	_____ / _____
_____ / _____	_____ / _____
_____ / _____	_____ / _____

Have you been or are you now a member of a sailing club? Yes ___ No ___

If Yes, please print its name, phone number, and address: _____

Are you a member of any other Clubs/Organizations? If yes, please note your affiliations (Separate sheet may be used):

Do you currently own a sailboat? Yes ___ No ___ If Yes, what is its:

Name _____ Make _____ Model _____ Length _____
Beam _____ Sail Number _____ Hull Color _____ Engine is Inboard ___ Outboard ___

Have you or your spouse/domestic partner/or resident adult child(ren) ever been convicted of a felony? Yes ___ No ___

If Yes, please attach explanation.

I, _____, UPON THE APPROVAL OF MY APPLICATION TO JOIN THE BEAVER LAKE SAILING CLUB, AGREE AS FOLLOWS:

1. I am an individual of at least 21 years of age and am of good moral character.
2. That the BLSC, 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 BLSC and those laws enforced by the United States Coast Guard.
3. I accept full responsibility of all liability or claims toward the BLSC made by myself, my family, friends, guests, heirs and assigns, holding the BLSC, 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 BLSC, 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 BLSC, 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 BLSC or



BEAVER LAKE SAILING CLUB, INC.

MEMBERSHIP

APPLICATION/WAIVER OF LIABILITY/ HOLD HARMLESS AGREEMENT

having to do with maintenance, repair and emergency situations or by equipment owned or operated by the BLSC, its Officers, Directors or members. This explicit assumption of risk and indemnification of the BLSC, 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 BLSC property or docks, whichever event shall last occur.

5. I agree that I, my spouse/domestic partner/and resident adult child(ren) shall independently sign a Waiver, indemnifying the BLSC and its members.
6. I agree to assume responsibility for damages to property owned by the BLSC and/or its members, caused by any boat(s) I own being improperly tied or secured inadequately to a BLSC dock.
7. I understand that the BLSC is supported solely by its Membership. I will attend two of three mandatory workdays annually. If I am AWOL or do not make up for one of two missed workdays, I agree to pay the BLSC a fine/fee.
8. I understand that my Membership Application will be reviewed and must be approved by the BLSC Board of Directors. As part of such review, the BLSC may make inquiries regarding my character, general reputation and credit standing. If selected for membership, I agree to comply with the Club Rules and Bylaws, which govern myself, my spouse/domestic partner/and resident adult child(ren).
9. I also understand and agree that each boat I own docked, stored or otherwise on Club property must carry 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.
10. I understand that the BLSC Board of Directors, at its sole discretion, may remove any member from the BLSC 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.
11. I hereby grant the BLSC Board of Directors the right to move or relocate any boat(s) owned by me, in the event of an emergency, maintenance or repair of BLSC docks, grounds or other facilities.
12. I agree to abide by the Articles, Bylaws, BLSC 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.

I HAVE RECEIVED AND READ THIS DOCUMENT AND THE BYLAWS OF THE BLSC. I UNDERSTAND AND AGREE TO THE CONDITIONS AND PROVISIONS HEREIN.

Applicant's Printed Name _____ Co-Applicant's Printed Name _____

Applicant's Signature _____ Co-Applicant's Signature _____

Payment amount accompanying application: \$ _____

Waiver and Hold Harmless Agreement Section

Liability Provisions

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



BEAVER LAKE SAILING CLUB, INC.

MEMBERSHIP

**APPLICATION/WAIVER OF LIABILITY/
HOLD HARMLESS AGREEMENT**

Waiver and Conditions

Beaver Lake Sailing Club, Inc. is a not-for-profit corporation. Members of BLSC, who keep their boat(s) at BLSC, will be responsible to report any dock disrepair to the Chairman of the Waterfront Committee. The Board of Directors may at its sole discretion remove any member from the BLSC for violations of the conditions set forth herein, non-payment of dues and/or other levied fees, or violation of the articles, by-laws, regulations and/or policies. BLSC 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. I/We agree to hold BLSC harmless for any damages that may be claimed because of acts performed by me or damages caused by my property.
3. I/We agree to be responsible for any and all damage to BLSC property caused by My/Our boats(s) being improperly tied or secured.
4. I/We agree to abide by the articles, bylaws, and BLSC rules as now in existence or as may be amended or added.
5. I/We agree to pay all dues and fees promptly when due.
6. If I/We do not pay required dues and fees promptly when due, I/We authorize the Board of Directors or its designate to remove or relocate the stored property at a location to be chosen by BLSC. Such removal/relocation shall be without liability to the BLSC. 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 mailed certified U.S. mail to the home address of BLSC record. Notice shall be deemed given when mailed.
9. This application and the conditions hereof shall continue in effect during the time of My/Our membership in the BLSC.
10. Should any provision of this application be declared illegal or non-enforceable, such declaration shall not affect the remaining provisions.
11. The provisions of this application shall be binding upon the spouse/domestic partner and resident children of the applicant(s).
12. The provisions of this waiver shall be interpreted under the laws of the State of Arkansas.
13. This waiver/application is not assignable.

I have received, read, understand and agree to these conditions, provisions, and the bylaws, rules, regulations and policies of the BLSC

Applicant's Printed Name _____ Applicant's Signature _____ Date _____

Co-Applicant's Printed Name _____ Co-Applicant's Signature _____ Date _____

Dependent > 18 Printed Name _____ Dependent > 18 Signature _____ Date _____

Dependent > 18 Printed Name _____ Dependent > 18 Signature _____ Date _____

Dependent > 18 Printed Name _____ Dependent > 18 Signature _____ Date _____