

Singlehanded Dinghy Program

LCYC sponsors Singlehanded Dinghy (Laser and RS Aero) racing on Thursday nights from early June through early September. To encourage more sailors to participate in our racing LCYC is allowing a limited number of non members, for a nominal fee, to keep their boats at LCYC for the racing season. Participants are not club members, but will be permitted to keep a boat (on a dolly) at the club and access the club, as a guest, subject to the rules of the club and this program, as detailed below. To be clear, participation in this program is predicated on regular participation in the Thursday race series.

Participants must submit this application, a signed Waiver and Release of Liability and pay a fee of \$200 prior to bringing their boat to LCYC.

Payment, along with the signed application and waiver, should be mailed to:

Lake Champlain YC

P.O. Box 411

Shelburne, VT 05482

Attn: Singlehanded Dinghy Pgm

Included:

- Storage of a Laser or RS Aero on a dolly in the designated storage area from June 1 to September 15
 - There will be a special area designated for this program
 - Your name and phone number should be on your dolly and boat cover
- Launching and sailing from the LCYC beach/boat ramp for Thursday night races
- Launching and sailing from the LCYC beach/boat ramp at other times which do not coincide with other LCYC races or social events (i.e. not at high club usage times)
- Use of the LCYC restrooms as needed to change clothes and use facilities
- Parking of a single vehicle in the LCYC south parking lot (do not park on grass unless both gravel lots are full)

Not Included:

- Storage of your boat on the beach or anywhere besides the designated area
- Storage of spars, sails, blades or any other equipment except on your boat
- Access to LCYC or use of LCYC facilities except to sail your boat

LCYC reserves the right to revoke participation at any time due to:

- Unsportsmanlike conduct
- Non compliance with club and/or program rules
- Lack of participation in the Singlehanded Dinghy series

In the event of revoked participation a partial refund of fees may or may not be given.

Singlehanded Dinghy Program Application

Name: _____

Address: _____

Town: _____

State: _____ Zip: _____

Phone: _____

Email: _____

Boat Type (Laser or Aero): _____

Sail #: _____

Hull color: _____

I agree to abide by the rules of LCYC and the Singlehanded Dinghy program as outlined above and in the LCYC Log (and at <https://lcyg.info/club/rules>).

Signed: _____ Date: _____

If you have any questions contact:

John Harris
802-488-4345
jlhskivt@gmail.com

Doug Merrill
802-734-8843
doug.merrill@mscstrategies.com

LAKE CHAMPLAIN YACHT CLUB WAIVER AND RELEASE OF LIABILITY

For and in consideration of Lake Champlain Yacht Club (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed or approved event or activity ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.

D. **RELEASE:** In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in

the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.

Name _____

Signature _____

Date _____