



Terms and Conditions of Membership

1. The Member's right to use the UBC Sailing Club's boats and Membership terms shall commence upon the acceptance of this Membership Contract by the UBC Sailing Club and shall extend either until **March 31, 2011** or until the UBC Sailing Club cancels this Contract in writing.
2. All rules, regulations and privileges of Membership, including but not restricted to, Membership dues, boats, services and hours of operation are subject to change without notice in the sole and absolute discretion of the UBC Sailing Club. Any such changes do not affect this Contract or release the Member from any obligation hereunder.
3. The Member hereby voluntarily assumes all risks, accident or damage to his or her person or property and hereby agrees that neither the UBC Sailing Club nor any of its officers shall be liable for any claim, liability, or demand of any kind for or on account of personal injury, damage, or loss of any kind sustained by any person. This includes claims that may arise from the negligence of the UBC Sailing Club, its officers, or of any person using the facilities or boats.
4. The Member agrees that while engaging in the use of any facilities or boats of the UBC Sailing Club, his or her conduct will at all times be such that it presents no danger to him- or herself or to other persons, in the opinion of the UBC Sailing Club, or interferes with the enjoyment of other Members.
5. **No refunds will be issued under any circumstance.**
6. The UBC Sailing Club shall be entitled to all costs of collection, including reasonable attorney's fees, in the event of any default hereunder. If any portion of the Contract shall be held invalid, the remainder of the Contract shall remain in full force and effect. The failure to demand or collect any payment due under the terms shall not be deemed a waiver to the right to collect such payment.
7. The UBC Sailing Club reserves the right to cancel and void any Member's contract without prior notice.
8. UBC Sailing Club Membership allows qualified skippers all the rights and privileges of the level in the Club that they have attained.
9. The availability of boats is on a first-come, first-served basis. Each Member is responsible for signing out and back in the boat at the end of their sail.

Standard Conditions of Use

1. Before the start of any sail, the skipper has the opportunity to inspect the boat to ensure that the equipment is in proper working condition. By signing a boat out, the skipper is accepting responsibility that the boat is in good order and seaworthy. Any damage must be reported before the signing out of the boat. The UBC Sailing Club does not warrant the fitness of the boat in all conditions of weather nor within any sailing distance limits.
2. The consumption of alcohol may increase the risk of injury around water and boats, a risk which the skipper and his or her guests must accept. The UBC Sailing Club shall not in any circumstance be under any liability from the skipper or the skipper's family or guests or their family for any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs.
3. The skipper shall be charged for any damage or loss of equipment not immediately repaired as determined by the executive of the UBC Sailing Club.

Please Note: The Student Membership is available to current UBC students, full or part-time. UBC faculty, staff, alumni and students of other post-secondary institutions may purchase Associate Memberships. All others must join as General Members. GST is included where applicable.

I hereby acknowledge having read Terms and Conditions of Membership and Standard Conditions of Use (see over). Upon acceptance of this contract by the UBC Sailing Club, the said Terms and Conditions of Membership and Standard Conditions of Use shall form part of this contract and I shall abide by them as well as any other rules and regulations of the Membership as set forth or posted. The UBC Sailing Club has made no expressed or implied warranties other than those set forth herein to induce me to sign this application and to enter into this contract.

I hereby acknowledge that the Membership terms shall commence upon the acceptance of this Membership Contract by the UBC Sailing Club and shall extend either until **March 31, 2011** or until the UBC Sailing Club cancels this Contract in writing.

This agreement made the _____ day of _____, 2010 between
(day) (month) (year)

the UBC Sailing Club and _____
(print name)

(signature)