



VAUCLUSE AMATEUR 12FT SAILING CLUB
CLUB DINGHY USAGE AGREEMENT – 2018-2019

USER DETAILS Family Name: _____ First Name: _____

Address: _____

Phone: _____ Email: _____

DINGHY DETAILS Class: _____ Name: _____ Sail No: _____

FEE: _____

TERMS & CONDITIONS OF USE

1. This Agreement commences on the date of receipt of the Fee by Vacluse Amateur 12ft Sailing Club ("the Club") and unless already terminated by mutual agreement or following the breach of a Term or Condition of this Agreement will terminate on the 31st May immediately following the date of the Agreement.
2. The User and all those sailing the Dinghy must at all times be fully paid up members of the Club.
3. The Dinghy is only available for use at the Club on days that the Club has scheduled events unless permission has otherwise been granted by the Committee of the Club.
4. Should the Dinghy be damaged or rendered unfit for use, the Club does not guarantee the availability of a replacement dinghy.
5. The User is responsible for rigging and de-rigging the Dinghy and ensuring that all equipment is appropriately washed and stored at the Club after use.
6. The User must identify to the Vice-Commodore or in his absence another committee member all breakages or damage to the Dinghy.
7. The User must maintain the boat in a safe and seaworthy condition at all times.
8. The User is responsible for the payment of all repairs to the Dinghy up to the \$250 insurance excess except for damage or breakages due to fair wear and tear.
9. The User will ensure that all sailors using the Dinghy wear an approved Personal Flotation Device at all times when on the water.
10. The Club will insure the Dinghy for damage to or loss of the Dinghy and 3rd party damage (personal and property). This insurance does not cover personal injury to those using the dinghy.
11. The Club will provide storage for the Dinghy at the clubhouse.
12. The Club will reimburse the User for the reasonable cost of repairs undertaken by the User as a result of fair wear and tear to the Dinghy.
13. This Agreement may be terminated immediately and without notice in the event of a breach of the above Terms and Conditions

ACKNOWLEDGEMENTS & RELEASE

- a. I declare all persons using the Dinghy can swim at least 50 metres unassisted and are capable and competent both ashore and on water under normal circumstances.
- b. I acknowledge and accept the VA12SC Risk Warning available on va12sc.org.au. I acknowledge that regardless of the precautions which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm, and possibly death.
- c. I acknowledge that all decisions regarding the seaworthiness of the Dinghy, the adequacy of its equipment and the decision to sail given prevailing sea and weather conditions are exclusively mine.
- d. I acknowledge that the Club its officers, management committee, race officials, voluntary workers, and members shall not be held liable for any death, personal injury, loss or damage to property howsoever arising and therefore by signing this Dinghy Usage Agreement I hereby release to the full extent permitted by state law and equity the Club, its officers, management committee, race officials, voluntary workers, and members from all actual and contingent liability in respect of any personal injury, death, loss or damage to any parties or property.

Signed: _____

Date: _____