Use this form to join SYC, to pay your annual membership dues and boat storage fees, to change your address, phone, e-mail, etc. on the <u>club roster</u>, or to make a donation to SYC. This form is also available to submit online at shawneeyachtclub.org.

As an SYC member, you and your family (spouse/significant other and kids under 21) will be invited to all sailing and social events. Active and Junior members may use the club facilities for launching and sailing their own boats. They are also eligible to use the club's boats through the <u>BoatShare program</u>.

In addition to annual membership dues, there is a \$50 fee for storing a boat in the boatyard for the sailing season (March through November) and another \$50 fee for boat storage over the winter (December through February). See additional boat storage stipulations below. \*\*

Memberships are for the current calendar year except NEW members joining on or after September 1st also get credit for the following year.

NEW MEMBERS must also fill out the attached <u>Shawnee Yacht Club Waiver and Release of Liability</u> form. Mail completed forms and payment to: Shawnee Yacht Club, PO Box 221, Topeka, KS 66601.

Membership Class/Fees (see details above)	Personal	Sailboat 1
☐ Active \$100 (boat owner or	Name(s):	Boat Class (C Scow, Sunfish, etc.):
uses club boats/Boatshare)  Associate \$50 (crew, social)	Renewing members can skip	
☐ Junior \$20 (under 21)	the rest if we have your correct	State Registration#:
☐ Change of address, phone,	info on the <u>club roster</u> .	KA-
separate fee/donation, etc.	Street:	Sail#:
Sailing Season and/or Winter	City:	
Boat Storage (\$50 per boat per period) - Please indicate in		Sailboat 2
comments below:	State:	Boat Class (C Scow, Sunfish, etc.):
	Zip:	
Donation:  Total Payment \$:		State Registration#:
	Phone:	KA-
		Sail#:
	Email:	
Comments		
Comments		

<sup>\*\*</sup> Parking personal boats in the SYC boatyard that are not in working order, are not capable of being launched from the SYC boat ramps, or are not intended to be sailed on Lake Shawnee, is prohibited. Members are expected to keep their boats in a presentable state to help with the overall appearance of the boatyard.

## **Shawnee County Waiver and Release of Liability**

IN CONSIDERATION of being given the opportunity to participate in yachting activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree and represent that I understand the nature of yachting and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
- DANGERS, which include, but are not limited to, boats sinking, boats colliding, participants becoming entangled in equipment, failure of timely rescue, water quality issues, natural weather events such as lightning and strong winds, and other natural and artificial risks and dangers which may cause participants to be unable to breathe due to being under water, may cause participants to lose consciousness, and/or may cause serious bodily injury, including permanent disability, paralysis and/or death to participants ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
- 3. HEREBY RELEASE, discharge, and covenant not to sue the Board of County Commissioners of the County of Shawnee, Kansas, the Shawnee County Parks and Recreation Department, their administrators, departments, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or costs which may incur as a result of such claim, to the fullest extent permitted by law
- 4. UNDERSTAND that none of the organizations listed above carries any accident, sickness, or medical insurance for participants.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I realize this is a contract between myself, the Board of County Commissioners of the County of Shawnee, Kansas and is a release of Liability.

I sign it of my own free will.

**REQUIRED:** 

Participant Signature	Printed Name	Date
(Parent or Legal Guardian Signature for Participants under 18 years)	Printed Name	Date