



## Sailing Time-Share Program Registration

Please write or print all information in a highly legible manner. Also, we would appreciate it if you would fill in all the contact information, especially your e-mail address. E-mail will be the primary communication tool.

Applicant's Name \_\_\_\_\_ Age \_\_\_\_\_  
Print First, Middle Initial and Last Name

Address \_\_\_\_\_ Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Sex \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail address \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

Applicant's Physician \_\_\_\_\_ Phone Number \_\_\_\_\_

Blood Type \_\_\_\_\_ Date of Last Tetanus Injection \_\_\_\_\_

### Medical Information:

Please check if you have any of the following medical problems: Asthma or other respiratory condition \_\_\_\_\_, heart conditions \_\_\_\_\_, Diabetes or Hypoglycemia \_\_\_\_\_, Epilepsy or seizure condition \_\_\_\_\_, or Hemophilia or other blood condition \_\_\_\_\_.

(over)

Please check if you are allergic to insect bites \_\_\_\_\_, bee stings \_\_\_\_\_, drugs or certain medications \_\_\_\_\_. If you are allergic to any medications, please note which ones: \_\_\_\_\_

If you have any other medical conditions or disabilities that could affect your ability to participate in the Time-share program please explain what they are: \_\_\_\_\_

*If you've checked any of the above, please attach a signed statement from your doctor noting the extent of the medical condition, its stability and whether in your doctor's professional opinion it is appropriate for you to participate in the Program.*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Return to the River Cities Community Sailing Program, P.O. Box 8111, Louisville, KY 40257-8111, along with your deposit.**

For Program Use Only:

Registration's Post Mark Date: \_\_\_\_\_

Deposit Received: \_\_\_\_\_



## **RIVER CITIES COMMUNITY SAILING PROGRAM'S**

### *SAILING TIME-SHARE RELEASE AND LIABILITY WAIVER AGREEMENT*

The Sailing Time-Share Program, which is part of the River Cities Community Sailing Program, is a membership program consisting of people who have completed one or more RCCSP's sailing classes or has equivalent experience. The purpose of the time-share program is to provide members opportunities to continue and improve their sailing skills through casual sailing of RCCSP sailboats and through racing one of the RCCSP boats.

Participation in the RCCSP Sailing Time-Share Program is not open to the general public. RCCSP boats are only available to members and their guests. Each year members are required to renew their membership in the Sailing Time-Share Program and sign this Membership Release and Liability Waiver Agreement ("Membership Agreement").

I, the undersigned party, hereby agree and by my signature below represent that I release and forever discharge to the extent permitted under law RCCSP, its officers, agents, representatives, employees, volunteers and all other Members (herein collectively referred to as "RCCSP Sailing Time-Share Program") for any and all liability of any sort or kind pertaining to any injuries or death suffered by me, my heirs, administrators, executors and assigns resulting from my participation in any activities related to the RCCSP Sailing Time-Share Program.

I fully recognize the dangers inherent in sailing and/or boating and I hereby voluntarily waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise which I, my heirs, administrators, executors and assigns may ever have against the RCCSP and/or RCCSP Sailing Time-Share Program for any injuries or death which I or they may suffer or sustain.

I specifically agree to indemnify, defend and hold RCCSP and RCCSP Sailing Time-Share Program harmless from any and all liability, of any nature whatsoever for any accident or injury to myself, my guests and/or my property while sailing or engaging in any activity related to or connected with the RCCSP Sailing Time-Share Program.

Further, I specifically agree to hold RCCSP and the RCCSP Sailing Time-Share Program harmless from any and all liability, including, but not limited to liability directly or indirectly attributable to or proximately caused by any negligent action or negligent failure to act on the part of RCCSP and/or RCCSP Sailing Time-Share Program.

I acknowledge that any decision to go out sailing or to continue sailing shall be solely my own. I recognize my responsibility to ask to be returned to the dock or other origin of the trip at any point during the sail if I become afraid of or have any reason to believe that I may suffer bodily harm, and I agree to cooperate with any other participant who makes such a request. I further agree that it is my own responsibility to exercise reasonable care and not to sail in hazardous conflict with commercial shipping or other sailing/boating traffic or otherwise act in a manner that is reasonably likely to result in harm to any person or property.

I further agree that should I fail to comply with or follow any reasonable instruction from a person steering or piloting the boat and my failure to comply with or follow such instructions results in or proximately causes harm or damage to any person or property, I will assume any and all responsibility for such harm and/or damage.

I agree to allow the River Cities Community Sailing Program to use any photographs, video tapes, motion pictures, audio recording or any other records of the activity and to do so without notice or compensation to myself. I agree that this Membership Agreement shall be considered to have been executed in, shall be governed and construed by the courts of, and shall be construed in accordance with the laws of, the Commonwealth of Kentucky, without regard to any principles of conflict of laws.

I also agree that should one or several provision of this Membership Agreement be or become invalid by operation of applicable law, then such invalid provision or provisions, to the extent each is deemed invalid, shall not be binding, and the parties hereto shall substitute such invalid provision by valid ones, or amend the Membership Agreement in other respects to maintain to the extent possible the intentions of the parties. In case such valid provisions are not substituted, the invalidity of one or several provisions of this Membership Agreement shall not affect the validity of the Membership Agreement as a whole.

I agree that all disputes resulting from or arising under this Membership Agreement which cannot be settled by mutual consent of the parties shall be subject to arbitration in accordance with applicable rules of the American Arbitration Association then in force, and judgment rendered by the arbitrator(s) shall be binding on the parties and may be entered by either party in the court or forum, federal or state, having jurisdiction. The proceeding of arbitration shall be held in Louisville, Kentucky. The party requesting arbitration shall bear the expenses of presenting its case or defense, notwithstanding any decision of the arbitrator to the contrary. The party against whom the arbitration is brought, may request reimbursement for all of its fees and reasonable expenses from the party requesting arbitration. The party requesting arbitration shall pay all fees and reasonable expenses of the arbitrator.

I have carefully read this Membership Agreement and fully understand its contents. I am aware that this is a full release of all liability, including, but not limited to any liability directly or indirectly attributable to or proximately caused by any negligent action or negligent failure to act on the part of RCCSP and/or RCCSP Sailing Time-Share Program. I am further aware that this is a legally enforceable contract between myself, RCCSP and RCCSP Sailing Time-Share Program, and I sign this Membership Agreement of my own free will.

**It is my intention to be fully bound by this Membership Release and Liability Waiver Agreement.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Zip Code \_\_\_\_\_



# Adult Emergency Treatment Authorization

I \_\_\_\_\_ the undersigned hereby authorize the  
River \_\_\_\_\_  
Participant's Name

Cities Community Sailing Program, Inc., its officers or employees to take whatever actions they believe are warranted under the circumstances for my health and safety including transporting or arranging transportation and placing me in the care of a hospital and/or any licensed doctor, dentist or other health care professional. I further hereby authorize and consent to any x-ray, examination, anesthetic, surgical or other medical diagnosis, treatment or care (in or out of a hospital) of myself rendered by a licensed medical doctor, dentist or other health care professional, at my cost and expense. It is understood that this authorization is given in advance of any such diagnosis, treatment or care that may be provided in order to provide the authority and power to render any such diagnosis, treatment or care which any such licensed doctor, dentist or other health care professional, in the exercise of his /her professional judgment, may deem advisable. It is understood that reasonable effort shall be made before securing emergency treatment to contact my emergency contact based on the information provided in the registration form, that that any treatment or care may be provided if my emergency contact cannot be reached immediately.

Accepted and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Signature of Participant