



## ONE 15 Brooklyn Sail Club, LLC Skipper Agreement

I, \_\_\_\_\_ (print name), understand that acquiring Skipper Privileges entails a higher level of responsibility as the actions of me and my boat can affect the wellbeing of the Club and the enjoyment of all Club Members, both current and future. By becoming a Skipper at the Club and in consideration of being given the privileges or reserving and sailing Club Boats, I agree to the following:

1. To abide by all Club Rules, Policies and Protocols ("Rules") for the conduct of Skippers and the use of Club Boats. I understand that these Rules are posted on the Club website and that it is my responsibility to keep informed of changes or updates these Rules.
2. To share my sailing knowledge for the betterment of BSC, its members and the boating community
3. To accept total responsibility for any Club Boat which I sign out, regardless of who is onboard, who is at the helm, what maintenance has occurred or what other outside conditions exist
4. To follow pre-departure policies and protocols, such as; filling out a Float Plan and leaving it with the Club Dockmaster, understanding upcoming weather conditions, tides and currents, and inquiring about the abilities and relevant medical conditions of all my crew members
5. To ensure that my Club Boat is fully operational prior to leaving the Club dock and understand that I am responsible for the safe return of the Club Boat to the Club dock
6. That I, as the Skipper, shall have final authority on whether my Club Boat can depart the dock after assessing equipment, weather, sailing conditions and their crews' abilities
7. That USCG-approved PFDs must be worn by me and my crew at all times on Club Boats from the time immediately prior to leaving the dock to the time when the boat has returned to the dock and dock lines are secured
8. To have my own VHF radio which shall be able to monitor marine weather bands. When using Club Boats, I or one of my crew shall monitor VHF radio channels for the USCG (16), Club Operations (VHF: 71) and weather stations. I should also have access to an operating cellphone as a backup to VHF communication.
9. To maintain a proper lookout on my boat at all times. I understand that it is my responsibility to avoid any and all collisions and that the actions of another boat are not an excuse for any collision.
10. That I will always return the Club Boat to the Club dock, no matter what occurs, including damage to the boat, failure of the engine, etc.
11. That my Skipper privileges may be suspended or revoked if the Club Boat is not returned to Club dock prior to thunderstorms, squalls or when No Sailing Conditions are effective. If I fail to do this, I agree to voluntarily report this to the Director of Sailing Operations by the Incident Report and accept a minimum 14 day suspension of my Skipper Privileges.

12. That if the Club Boat cannot return to the Club dock before a thunderstorm, squall or darkness, I will contact the Club Dockmaster prior to the storm or darkness to inform them of the Club Boat's position. In the case of a storm, I agree to also contact the Club Dockmaster as soon as practical after the storm to inform them of the Club Boat's status.
13. That I am responsible for equipment damage and/or loss (including skied halyards) caused by me or my crew's actions and omissions
14. That I will report any required repairs or missing equipment to the Club Dockmaster before signing off as the skipper of record
15. That I will reimburse the Club for up to \$2,500 for any and all damage to a Club Boat I am operating. I also agree that in the case of my own negligence, for failing to avoid a collision, which results in significant damage to any vessel (regardless of whether I was the stand-on or give-way vessel) or negligence for operating a Club Boat in an unsafe manner or in unsafe conditions (including operating in too much wind or with too much sail), I will be responsible for any injuries and up to \$3,500 in damage to the Club Boats, excluding the sinking of a Club Boat. If I sink a Club Boat, I will be responsible for up to \$7,000 in damages, refloating and other related costs and losses.
16. That I am responsible for any costs incurred by the Club caused by any acts, omissions, losses, injuries or damages caused by, related to or arising out of the actions of the Skipper
17. That if I am involved in a collision or other cause which removes a Club Boat from service and from all members, I accept suspension of my Skipper Privileges until that Club Boat is returned to service
18. That once I am granted Skipper privileges, I remain a Skipper Member until: (i) I forfeit that privilege by notifying the Club in writing or that privilege is revoked; or (ii) my Skipper privileges are revoked by the Club, in the Club's sole discretion.
19. That I understand that my Skipper privileges begin with the signing of this agreement

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Signature

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Date