

2011

Chicago Sailing, Inc.

Date \_\_\_\_\_

**Sailing Experience:** (circle) First Timer Some Experience Seasoned Participant Capable Skipper

**I am a Guest:** (individual or group) \_\_\_\_\_

**THIS SECTION MUST BE COMPLETED BY EACH PERSON PRIOR TO PARTICIPATION**

NAME(s) \_\_\_\_\_

You may combine immediate family members in a shared household. Include all names.

EMAIL \_\_\_\_\_ @ \_\_\_\_\_

I don't want to receive email from Chicago Sailing.

ADDRESS \_\_\_\_\_ Unit \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ Zip \_\_\_\_\_

CELL PHONE (\_\_\_\_) \_\_\_\_\_ HOME (\_\_\_\_) \_\_\_\_\_ WORK (\_\_\_\_) \_\_\_\_\_

SPECIAL MEDICAL CONDITIONS/ALLERGIES \_\_\_\_\_

EMERGENCY CONTACT PERSON \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_

**ANNUAL RELEASE**

**IMPORTANT: Read BOTH SIDES, SIGN and INITIAL PRIOR TO PARTICIPATION**

1. I have read, understand, and will abide by the Rules, Regulations and Safety Procedures of Chicago Sailing, Inc.(CS), in their current form or as amended from time to time without notice.
2. I understand that there are dangers and risks in any sailing activity and water sports in general.
3. I understand that Lake Michigan can be a dangerous body of water, posing significant hazard, including, but not limited to sudden storms and unexpected changes in weather and water conditions, that can cause bodily injury, including death. I am choosing to participate at my own risk.
4. I further assert that I am a capable swimmer and that I am sufficiently healthy to participate safely.
5. As legal guardian(s), I (we) include in this RELEASE all minor participants in our care, whether listed or not.
6. If I am the designated Qualified Operator I warrant that I fully understand the operation of the vessels I am renting and commanding, including propulsion systems under both sail and power.
7. I hereby fully release Chicago Sailing, Inc., the Chicago Park District, Westrec, Inc., their administrators and employees from any liability whatsoever for lost cost, damage or expense (including attorneys' fees), for personal injury, including death, arising from or connected in any way with my use of the facilities and equipment, including without limitation, sailboats and other watercraft of any description of CS, Inc.
8. I release for promotional purposes any photo and /or video image or quotation of me while I engage in activities at Chicago Sailing, Inc.

**I (we) have read, understand, initialed and will comply with this waiver and all the agreements listed on the reverse side of this form.**

Signature(s) \_\_\_\_\_

\_\_\_\_\_  
Guardians sign for all participants in their care

# 2011 Chicago Sailing, Inc. Rules and Regulations for Qualified Operators

## As a Qualified Sailboat Operator I Agree:

1. to register MYSELF and ALL MY GUESTS with CHICAGO SAILING, INC.(CS), executing a current CS waiver agreement prior to using any CS vessel or facilities. My very use of CS vessels constitutes acknowledgement of this agreement in its entirety. I assume all risks and responsibilities for each participant in my party, including liability for all those who fail to provide a signed waiver. I indemnify and will defend CS and its personnel for all risks, actions and omissions associated with my captaincy.
2. that I am the best judge of my boating capabilities and warrant that I am qualified to command CS vessels and equipment. Prior to departure I will consult with CS authorized personnel whenever I have any doubts about my abilities to operate CS vessels, weather conditions, or my understanding of safety or operational procedures. I will always operate the vessel in a prudent manner, immediately seeking safe harbor or assistance in advance of danger.
3. that I am fully and solely responsible for the wellbeing of myself and my guests at all times, including the legal and safe operation of vessels under my command. I further warrant that my guests are fully capable of safe participation. I understand and will comply with all Federal, State, Municipal and CS rules regarding the safe operation of vessels under sail or power. My guests and I will wear life jackets at all times on CS vessels. I will, while underway, keep the hatch boards/hatch slides closed securely on any of CS's outboard-powered vessels under my command.
4. that each reservation for sailing time constitutes a binding contractual agreement, guaranteed by my valid credit/debit card. I hereby authorize, without qualification, payments for charges associated with my reservation and use of CS vessels and equipment, including, but not limited to, cancellations, charges for cleaning, loss, damage, late returns, citations and rescues.
5. \* That I have fully read, understand, and will comply with the CS Cancellation Policy and the CS Late Return Policy, in its current form or as amended without notice. I acknowledge that changes to my sailing time, including late returns, are official only when acknowledged by an authorized CS staff member. I will return the CS vessel at the scheduled time, in clean, ready-to-go condition, regardless of my time of departure.
6. I agree to pay, and authorize credit card charges of \$80/hr, for any extraordinary clean-ups, including, but not limited to: dark shoe marks, illness, and rubbish removal.
7. that I will secure any CS vessel under my command to CS docks no later than sunset, unless officially waived by an authorized CS staff member. Except in emergencies I will not dock CS vessels at any location other than CS docks. I will immediately and fully apprise CS of emergency situations, including the nature of distress, injuries, damage, location, and the vessel's condition.
8. that I am financially responsible for all damages or loss to CS vessels and equipment under my command. I am additionally responsible for all damage to any other persons, vessels and equipment that result from my actions or omissions. I authorize, without reservation or revocation, my credit card provider to approve charges for any such losses that are the result of my operation of CS vessels and equipment, including but not limited to, misuse, recklessness, and negligence.
9. \* to operate within CS navigational limits at all times. I understand that the MAXIMUM operational limits (from Belmont Harbor) of  

1 mile for outboard-powered vessels and 3 miles for inboard-powered vessels may be reduced at any time for safety reasons. I will, at all times, deploy a prudent sail configuration, including shortening or dousing of sails in advance of threatening conditions.
- 10 to respect our boating neighbors by avoiding congestion, littering and noise on Chicago Park District (CPD) docks and grounds. I will refrain from smoking or cooking with open flames on CS vessels or CPD docks.
11. that I will not operate Chicago Sailing vessels while impaired by drugs or alcohol. I accept full legal and monetary responsibility for any injuries, fines and damage that result from my operating the vessel while impaired, including those necessary to release a vessel impounded as the result of my actions.
12. \* that I understand and will comply with CS engine operation and propulsion procedures, both under sail and power. I am solely responsible for insuring that I have adequate fuel for my activities and safe return to CS docks. I understand and will always comply with CS rules regarding safe sail deployment, including when entering and exiting the harbor.
13. to insure that all in my party wears weather-appropriate clothing and soft-soled, non-marking shoes and sun protection.
14. \* that I will, at all underway times, possess, monitor and maintain a serviceable cell phone in a waterproof container, reliably operational for a distance no less than the vessel's expected sailing radius. Prior to each departure I will inform CS of this phone's number and will monitor this phone for emergency communications at all times. I will immediately contact CS when threatening situations develop, identifying myself, alerting them to my circumstances, my location and my intentions.
15. to contact Chicago Sailing's office **(773) 871 7245** at the first sign of danger. I will use **(773) 706-3910** for **EMERGENCIES only**. Additional emergency contacts: **Belmont Harbor Master (312)742-7673, Chicago Marine Police (911), United States Coast Guard (773)768-4093, and VHF radio Channel 16.**

\* Rule Violations that are subject to monetary fines of up to \$100 per occurrence.

**My initials here and my signature on the reverse side of this page confirm that I have read, understand, and will comply with the Rules and Regulations of Chicago Sailing, Inc. in their current form and as amended from time to time without notice. (available at www.chicagosailing.com)**

Initials \_\_\_\_\_