



SPINNAKER SAILING  
SKIPPER REGISTRATION FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Person to be notified in an emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The undersigned acknowledges that in consideration of permission to participate in the SPINNAKER SAILING club race program, which includes my voluntary participation in its Wednesday Night Race Series, Mid-Winter Race series and or any special sailing event, for myself and on behalf of my heirs, assigns and next of kin, I hereby agree to irrevocably and forever release and discharge, Spinnaker Sailing, its officers, directors, members, agents, and employees, and any and all other representatives and organizations involved in the sailing Event, their officers, managers and volunteers from any and all claims, demands, cost, expenses and compensation arising out of or in any way related to any injury or other damage that may result to me for any personal injuries or wrongful death, or for any damage to personal property, while participating in any Spinnaker Sailing sponsored Event, including any physical or other injury caused by the negligence of any person while performing his/her duties at any time. I agree to abide by the rules of the U.S. Sailing Association, the ISAF racing rules of sailing, by the rules of the Spinnaker Sailing and all applicable local, state, federal and/or maritime laws. I am aware that sailing is a hazardous activity, and can involve contact with considerable force to include, but not limited to contact with watercraft, and/or other sailing participants. Further, I acknowledge that there is a risk of severe permanent physical injury including but not limited to drowning and/or death. For myself, and on behalf of my heirs, assigns and next of kin, I willingly and voluntarily accept and assume all such risk of participation.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGE TO PERSONAL PROPERTY, PHYSICAL INJURY AND/OR DEATH INCLUDING BUT NOT LIMITED TO DAMAGE, PHYSICAL INJURY AND/OR DEATH CAUSED BY THE NEGLIGENCE OF ANY PERSON WHILE PERFORMING HIS/HER DUTIES. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK AND A WAIVER OF LIABILITY BETWEEN SPINNAKER SAILING AND THEIR AFFILIATED ORGANIZATIONS AND/OR MYSELF. I RESERVE THE RIGHT TO PURSUE ANY AND ALL REMEDIES AVAILABLE TO ME AS TO OTHER ENTRANTS AND CREW OF THIS EVENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY MY SIGNING THIS FORM AND AGREEING TO THESE TERMS AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT OF ANY KIND. THIS WAIVER IS EXECUTED BY THE UNDERSIGNED NOTWITHSTANDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

I understand as skipper, if I am involved in a collision no matter the extent of damage, I agree to pay a fine of \$1000.00 no matter who is at fault. I agree to pay this fee the next day following the incident. In addition to the \$1000 incident fee, I will be responsible for the complete cost of repairs to the boats up to stated deductible on the charter agreement which for racing is \$4,000.00. I further understand that should I be involved in a collision that damages the mast and rigging that I will be responsible for the total cost of repairs to repair and or replace the damaged mast and rigging.

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

SPINNAKER SAILING  
MEMBER RACE AGREEMENT

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

This is to acknowledge that \_\_\_\_\_, hereinafter referred to as "Member", having satisfied the requirements of Spinnaker Sailing Club to act as Merit 25 race skipper, will be permitted to charter a Merit 25 to participate in the Club's Merit 25 One Design Race program with the following understanding.

Member accepts the conditions and responsibilities associated with skippering a Merit 25 in the club's one design race series and agrees to abide by all rules that apply as a condition to being permitted to participate. Member understands that participation in the Spinnaker Sailing Club one design race program is not a right of the club but a privilege and said privilege may be revoked at any time. Member must always adhere to the rules of conduct as outlined by the Club.

Said rules of conduct include, but are not limited to:

Member must always conduct themselves in a very sportsmanlike fashion.

Member must always use the equipment in a safe and proper manner.

Member must always consider safety as the top priority.

Member must always avoid physical contact with any other boats.

Member must always abide by the right of way rules that govern safe boating and racing.

Member must always abide by the club racing rules.

Member must return to the docks immediately if involved in any collision.

**I fully understand, accept, and agree to the following:**

1. To execute and be bound by the terms of the Bareboat Charter Agreement.
2. To return the boats in the same condition as received less normal wear.
3. To report any lost or damaged equipment and accept all responsibility for costs associated with all repairs and or replacement of lost or damaged equipment.
4. To report to the club, any incident involving contact with another vessel no matter how insignificant. (Failure to report any incident involving contact with another vessel will result in an indefinite suspension of racing privileges.) Any member suspended from racing privileges may still be permitted to charter a Merit 25 but not for club races. Member will in no way be entitled to any reimbursement or discount to club membership dues for racing suspension.
5. To report to the club, any boat grounding. (Failure to report any grounding will result in suspension of race privileges.)
6. As skipper, I understand that if I am involved in a collision, I will be automatically charged a loss of service fee of \$1,000.
7. As skipper, I understand that if I am involved in a collision, excluding mast damage, I will be liable for an additional amount of up to \$4,000 toward the cost of repairs.
8. As skipper I understand that I am responsible for the total cost of repairing and/or replacing the mast and rigging should I be involved in a collision that damages the mast and rigging.
9. Any skipper involved in a collision will result in an indefinite suspension of skipper racing privileges.
10. As skipper I understand that if the boat that I am chartering runs aground I will be charged a \$250. grounding damage fee. Skippers will also be responsible for the cost of repairs to hull, keel and/or rudder if the cost of repairs exceed \$250.
11. To complete and submit to the club office an assumption of risk and waiver of liability form for myself and all other crew I have onboard.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

Bring registration to the office or mail to: Spinnaker Sailing 451 Seaport Ct. Redwood City, CA. 94063  
or email to [office@spinnakersailing.com](mailto:office@spinnakersailing.com)