

SOUTH WHIDBEY YACHT CLUB – MASTER SAFETY DOCUMENT

TABLE OF CONTENTS

ORGANIZATION AND GENERAL INFORMATION

- A. COMMITTEE
- B. COMMITTEE RESPONSIBILITIES
- C. ACTIVITY LEADER
- D. RESPONSIBLE PERSON IN CHARGE (RPC)
- E. SAFETY OFFICER
- F. PARTICIPANT PROTECTION POLICY
- G. SAFETY BOAT OPERATORS

ACTIVITY OPERATION

- A. ORIENTATION
- B. INJURIES AND DAMAGE

SAFETY

- A. GENERAL SAFETY ISSUES
- B. COMMUNICATION
- C. EQUIPMENT
- D. WALK-ROUND INSPECTION
- E. INCLEMENT WEATHER
- F. SAFETY BOATS
- G. FIRST AID KIT
- H. EMERGENCY SITUATIONS
- I. EMERGENCY PROCEDURE

LEARN TO SAIL ACTIVITY – see Youth Sailing Association (YSA) document

PELICAN RACING ACTIVITY

LASER RACING ACTIVITY

KAYAKING ACTIVITY

CRUISING ACTIVITY

KEELBOAT ACTIVITY - SWIFT

APPENDICES

- A. PARTICIPANT PROTECTION POLICY
- B. ACCIDENT OR INJURY REPORT
- C1. SAFETY BOAT OPERATOR SKILL ASSESSMENT
- C2. SAFETY BOAT EQUIPMENT
- D. SWYC ACTIVITY WAIVER
- E. LASER SAILBOAT RENTAL CONTRACT

ORGANIZATION AND GENERAL INFORMATION

A. COMMITTEE

1. The SWYC mission is to foster safe boating and the responsible enjoyment of our marine resources by our members and the community at large through educational activities, community outreach and boating-related activities afloat and ashore.
2. The SWYC Safety Committee will consist of a minimum of three and a maximum of five members who will be appointed annually by the SWYC Board and will have cognizance over the safety aspects of the various activities of the Club.

B. COMMITTEE RESPONSIBILITIES

The SWYC Safety Committee will be responsible for reviewing the Safety Protocol for each activity.

1. Ensuring that SWYC standards for safety and training are followed
2. Organizing the safety aspects of the activity
3. Establishing site-specific policies and procedures to manage day-to-day safety activity administration
4. Evaluating feedback from volunteers and participants
5. Reviewing accident and Incident reports and implementing approved recommendations
6. Appointing the Safety Officer for the Club

C. ACTIVITY LEADER

Each activity group will appoint an Activity Leader, who will be responsible for coordinating the activities for that group and reporting to the Board of Directors as needed and requested.

D. RESPONSIBLE PERSON IN CHARGE (RPC)

Each event will designate a Responsible Person in Charge (RPC), who will report their appointment to the Activity Leader.

The RPC is the person with overall responsibility for the specific event, e.g., a race, a paddle, a cruise, a social activity or any other Club activity. He or she has overall authority to make decisions.

1. Modifications to the activity on a day-to-day basis
2. Go-no go decisions
3. Supervision of all Club-related activities on and off the water. In the event the RPC will be absent for any reason, he or she will designate a substitute, who will have all the authority of the RPC.

E. SAFETY OFFICER

The Safety Officer is appointed by the Safety Committee and will be responsible for all safety assistance and record-keeping.

1. Assisting any and all RPCs in assuring activities are safe
2. Maintaining the Safety Protocol document current with all applicable laws and regulations
3. Maintaining records of CPR, Safesport, and other certificates related to safety
4. Making safety recommendations to the SWYC as appropriate for shoreside and on-water activities

F. South Whidbey Yacht Club has adopted a Participant Protection Policy, otherwise known as a Harassment, Bullying, Molestation and Abuse Policy. (Appendix A)

G. SAFETY BOAT OPERATORS

1. Safety boat operators are appointed by the RPC when needed for each event on the water and will be responsible for safe operation of each type of boat they operate, including legal and appropriate equipment aboard and safe maneuvering around or near personnel in the water.
2. Safety boat operators must possess a Washington State Boater's Education Card or qualifying waiver and have successfully completed the SWYC Safety Boat Operator Skill Assessment before being allowed to operate a safety boat during activity sessions or races. (Appendix C1)

ACTIVITY OPERATION

A. ORIENTATION

Prior to the beginning of the first event for each activity of the season, the Activity Leader for that activity will hold an orientation session with staff and volunteers, which will include the following:

1. Program syllabus
2. Emergency procedures
3. Safety protocols (A copy of this document will be given to each Activity Leader.)
4. Boats and equipment
5. Administrative procedures

B. INJURIES & DAMAGE

Any injury to a sailor or instructor and/or any significant damage to the Club boats or equipment must be promptly recorded on an Accident or Incident Report Form. (Appendix B)

SAFETY

A. GENERAL SAFETY ISSUES

It is understood that safety is of paramount importance in all Club-sponsored activities. This document cannot cover all aspects of safety and common sense should prevail wherever there is a question of safety. All participants in any Club-sponsored activity should be on the lookout for any and all safety issues, whether they be tripping hazards, traffic, lifting heavy objects incorrectly, lightning, insects or any other hazards to safe operation of the activity.

B. COMMUNICATION

Prior to participants arriving at the activities, the RPC will ensure that at least one of the responsible persons in the group has adequate cell service should 911 be needed. If cell service may not be available, the Club has VHF radios and they should be on hand and checked to ensure that they working.

C. EQUIPMENT

Any equipment needed for the activity will be inspected for suitability and safety. This may include but is not limited to tables, chairs, tents and canopies, audio-visual equipment, electrical cords and cables, boats, safety boats, personal flotation devices, first aid kit(s) and Automated External Defibrillator (AED). Any unsuitable items should be corrected beforehand.

D. WALK-AROUND INSPECTION

Prior to the start of the activity, the grounds, equipment, buildings, stairways etc. will be inspected to determine if there are any hazards or off-limit areas.

E. INCLEMENT WEATHER

The RPC will assess the suitability of the weather for the activity and is the final authority regarding conditions.

F. SAFETY BOATS

1. All sailing classes, Laser races and Pelican races will have at least one safety boat in operation.
2. Safety Boat operators will be qualified in accordance with the SWYC Operator Skill Assessment. (Appendix C1)
3. All safety boats will have the required equipment aboard.(Appendix C2))
4. Safety Boat Operators are responsible for determining that the boats are in safe operating condition prior to leaving the dock or beach.

G. FIRST AID KIT

1. There will be a first aid kit at the activity sites. The Red Cross Family First Aid Kit or equivalent meets this requirement.
2. All RPCs and their assistants at the site will be made aware of the location of the first aid kit before the commencement of each activity.
3. It is the responsibility of the RPC to arrange for replacement of used supplies before the beginning of the next session.

H. EMERGENCY SITUATIONS

In the event of an emergency or incident beyond the immediate capability of staff to safely stabilize the situation, **call 911**. If there is any doubt about the need for outside assistance, **call 911**. Situations that require **calling 911** include, but are not limited to

1. Person is not breathing.
2. Person is unconscious.
3. Person is disoriented such that memory is affected.
4. Person has no heartbeat.
5. Staff is unable to stop victim's bleeding.
6. Person cannot walk or is seriously restricted in movement.
7. The contents of the first aid kit are insufficient to remedy the situation.

EMERGENCY PROCEDURE - ACRCR

1. **ASSESS** the nature of the emergency.
2. **COMMUNICATE** with authority.
3. **RESPOND** and take appropriate action.
4. **COORDINATE** response with other safety boats and higher authority.
5. **RETURN** victims to shoreside assistance.

The RPC will be the sole spokesperson for the organization during and after an incident, with input from the Safety Officer if needed. Except for passing essential information to emergency response personnel, all communication with outside entities including the press, law enforcement and other interested parties will be channeled through this spokesperson.

YOUTH SAILING ASSOCIATION

The Learn to Sail Safety Protocol is covered in a separate document.

PELICAN RACING ACTIVITY

In addition to protocols contained in Sections I, II and III of this manual, the following policies and procedures will apply to Club events and organized activities involving the San Francisco Pelican fleet.

- A. Responsible Individuals** - A volunteer Pelican Fleet Captain will be designated each year. That person will be responsible for coordinating fleet activities for the year in compliance with the provisions of this manual. In the absence of the Fleet Captain at any Pelican event, the Principal Race Officer (PRO) for races and other events and coordinator for non-racing events will be the individual responsible for implementing provisions of this manual.
- B. Venues** - Venues will be selected with an eye toward safety. Some venues, especially Lone Lake, are known to develop hazardous algae toxins. The Club will monitor and assist State algae testing activities. Events and organized Club activities will not be conducted on waters known to have recently tested above State recreational limits for algae toxins.
- C. Personal Flotation Devices** – USCG-approved PFDs must be worn by all participants during all Club-sponsored Pelican on-water activities.
- D. Safety Boats** - All Club-organized on-water Pelican activities require the presence of a properly equipped and crewed safety boat as described elsewhere in this manual. At races, the Race Committee (R/C) boat can serve as the safety boat.
- E. Capsize** - If one or more Pelicans capsize or swamp during a Club activity, the safety boat will immediately render assistance. If necessary, the R/C boat will leave the start/finish line to assist. In such cases, the in-process race may be abandoned at the discretion of the PRO. If the race is not abandoned, competitors will record their order of finish close aboard the remaining finish mark on the correct side.
- F. Weather** - In case of potentially unsafe winds or other weather conditions, the PRO, either unilaterally or after consultation with present participants, may cancel or terminate an event or activity. This provision in no way preempts the overriding responsibility of each individual skipper for the safe operation of their boat and for all decisions on whether or not to sail or continue sailing per Racing Rules of Sailing (RRS) Fundamental Rule 3.

- G. Non-Club Member Participation** - Non-SWYC members are invited to participate in Club Pelican activities. Guest participants must sign an Activity Waiver. (Appendix D) A non-member racing fee may be assessed.

LASER RACING ACTIVITY

In addition to protocols contained in Sections I, II and III of this manual, the following policies and procedures will apply to Club events and organized activities involving the Laser Racing Activity.

- A. Personal Flotation Devices** - USCG approved non-inflatable PFDs must be worn on the water during all Club-sponsored Laser Racing activities.
- B. Skill Set** - Must be a proficient at swimming and solo capsize recovery. Only go out on the water for given weather conditions (wind, waves, tide, etc.) if you are confident in your abilities for said conditions.
- C. Risk** -The risk of serious injury or other damage is inherent in sailing. By participating, one is knowingly and voluntarily assuming all risk, known or unknown, arising from participating in an activity administered by SWYC.
- D. Non-Club Member Participation** - Non-SWYC members are invited to participate in Club Laser activities. Guest participants must sign an Activity Waiver. (Appendix D) A non-member racing fee may be assessed.
- E. Personal Safety** - Everyone is responsible for their own personal safety. Everyone should always keep an eye on each other during a group event and help out if needed.

KAYAKING ACTIVITY

1. In addition to protocols contained in Sections I, II and III of this manual, the following policies and procedures will apply to Club events and organized activities involving the Kayaking Activity.
2. A copy of this document will be given to each RPC (paddle leader) and will be reviewed before every SWYC kayaking trip. All participants should be familiar with its contents.
3. Kayaking on open water has many hazards and any participant can and may be in a life-threatening possibility at this moment.

“EACH KAYAKER IS A SAFETY BOAT.”

South Whidbey Yacht Club has adopted a Participant Protection Policy, otherwise known as a Harassment, Bullying, Molestation and Abuse Policy. (Appendix A)

- A. RPC (Leader)** - Club member volunteer, who will plan and organize the trip. The trip RPC is not a Guide. The RPC can cancel a trip if conditions warrant such action. The RPC can refuse participation of those who are unqualified or improperly equipped. Kayaking trips are non-guided. Trips are a cooperative effort. All paddlers are responsible for themselves and the safety of the group.
- B. Kayaking Committee Leader**
1. Oversees the organization of the kayaking activities
 2. Communicates kayaking activities with SWYC Board
- C. Paddle Leader**
1. Plans and organizes trip
 2. Knows conditions to be encountered e.g., weather, tide, current, sea state, boat traffic
 3. Has a list of participants and guests (head count)
 4. Communication
 - a. Before shoving off, makes all participants and guests aware of what to expect of the paddle signals and time expected to return.
 - b. On water, with paddle signals, VHF radio with trail person and with whistles and other distress calls
 - c. After paddle haul-out, will be sure all participants and guests have returned.
- D. Trail Person**
1. Has all the responsibilities of other participants
 2. Maintains a position at the rear of the group
 3. At this position, the Trail Person should be able to view the entire group.
 4. This paddler will carry one of the VHF radios.
- E. Participant** - Club member participating on trip, agreeing to rules of the group and the leader
1. Be honest about your abilities. All participants are responsible for their own safety and must be able to make the decision on whether they can participate on the paddle.
 2. Must have the following skills:
 - a. Wet exit
 - b. Self-rescue
 - c. Assisted rescue
 - d. Basic paddle strokes; forward, sweep, stopping, bracing
 3. Ability to evaluate the paddling conditions (sea state).
 4. Required Equipment
 - a. USCG approved Personal Flotation Device
 - b. Kayak with floatation and/or water-tight compartments
 - c. Paddle float
 - d. Pump
 - e. Whistle
 5. Recommended Equipment
 - Flashlight

- Water bottle
 - Dry bag and extra clothing.
 - Mirror
 - Brimmed hat
 - First aid kit
 - Rescue knife
 - Spray skirt
 - Tide and current tables
 - Tow rope
 - Extra paddle
6. Stay with the group. We paddle together for safety. Look out for fellow paddlers, be aware of others having difficulties. Look for signs of sunburn, fatigue, seasickness, dehydration
 7. Check in with leader after haul-out.
- H. Non-Club Member Participation**
1. Guests have all the responsibilities and requirements of a Club member participant.
 2. Guest participants must sign an Activity Waiver. (Appendix D)
 3. A guest may only participate once before joining SWYC to continue to paddle with the Club.
 4. Above all, the Club member who invites the guest and the guest must be honest and accurate about their abilities and experience.

CRUISING ACTIVITY

In addition to protocols contained in Sections I, II and III of this manual, the following policies and procedures will apply to Club events and organized activities involving the cruising activity.

- A. Responsible Individuals** - A volunteer Cruising coordinator will be designated each year, and that person will be responsible for coordinating cruising activities and procedures for the year in compliance with provisions of this manual. During any cruise, a designated Cruise Captain will be the individual responsible for implementing provisions of this manual.
- B. Cancellation/Termination** - The Cruise Captain, either unilaterally or after consultation with cruise participants, may cancel or terminate all or parts of a cruise due to safety concerns.
- C. Ultimate Skipper Responsibility** - Item B in no way relieves participating skippers of their total and overriding responsibility for the safe condition and operation of their vessel including any decision to make, not make or terminate any transit, to make any port call or to drop anchor at any location.

- D. **Reminder of Responsibility** - A reminder of Item C will be included in all Cruise Activity scheduled and individual cruise itineraries.

KEELBOAT ACTIVITY (SWIFT)

In addition to protocols contained in items I, II, and III in the main body of this manual, the following policies and procedures will apply to Club events and SWIFT activities.

- A. **Responsible Individuals** - A volunteer SWIFT group leader will be designated each year, and that person will be responsible for coordinating SWIFT activities and procedures for the year in compliance with the provisions of this manual. During any underway session the designated skipper of the day will be the individual responsible for implementing provisions of this manual.
- B. **Skipper Qualification** - Skippers will be qualified by consensus of SWIFT group members after consideration of prospective skipper's sailing resume.
- C. **Personal Flotation Devices** – USCG-approved PFDs must be worn by all occupants whenever the boat is underway.
- D. **Safety Briefing** - A safety briefing will be held for any non-group member prior to getting underway.
- E. **Material Conditions** - An equipment and material checklist including safety items will be used as a basis for checking the boat before and after each underway period.
- F. **Non-SWYC members** - Non-SWYC members are invited to participate in Club keelboat activities. Guest participants must sign an Activity Waiver. (Appendix D)

Appendix A**PARTICIPANT PROTECTION POLICY**

An essential element of all SWYC activities is that all participants be protected against all forms of harassment, bullying, molestation and abuse.

SWYC has adopted this harassment, bullying, molestation and abuse Policy as part of its Safety Protocol, which will be adhered to in support of all sailing and shore-side programs. If you would like a copy of this policy, please request one from the Safety Officer or the Program Director. All forms of harassment, bullying, molestation, abuse and/or sexual harassment are prohibited. If any of these occur, the incident will be confidentially reported to the Safety Officer or the Program Director and the Incident/Accident form will be filled out confidentially.

To the maximum degree possible, the following guidelines will be adhered to:

1. Two-deep leadership
2. No "One on One" situations between adults and youth except for reprimanding a student (which should be in sight but not within hearing to avoid embarrassment). One on one is acceptable if observable and interruptible.
3. Male and female adult leaders at all coed activities
4. Hazing, harassment, physical or mental abuse, bullying, molestation, and/or sexual harassment are prohibited.
5. Awareness of social relationships between youth (No public displays of affection or sneaking off)
6. Awareness of own behavior
 - a. No staring or leering in a suggestive manner
 - b. No making offensive remarks
 - c. No physical contact
 - d. No sexual jokes or making sexual remarks
 - e. No bullying behavior; name calling, inappropriate remarks
 - f. No wearing of suggestive attire
6. Fraternalization between adults and youth is prohibited.
7. Physical punishment is prohibited and all discipline will be monitored.
8. At least two youths and two adults at all times for all activities

I have read and understand the Harassment, Bullying, Molestation and Abuse Policy. (Participant Protection Policy) and agree to abide by it while I am serving as shore support for the Youth Sailing Association.

Printed
Name _____ Date _____

Signature

Appendix B

ACCIDENT OR INCIDENT REPORT

Date _____

Name of victim involved _____

Age ____ Sex ____ Address _____

If Harassment, Bullying, Molestation or Abuse - Name of Perpetrator

involved _____

Phone number of victim (H) _____ (W) _____

Phone number of perpetrator (H) _____ (W) _____

Date and time of incident or
accident _____

Place incident or accident
occurred _____

Injury? Yes ____ No ____

Was injured person moved from scene? Yes ____ No ____

Was first aid given? Yes ____ No ____ Were emergency medical services called?
Yes ____ No ____

Property damage? Yes ____ No ____

Was incident/accident investigated by authorities? Yes ____ No ____

Describe what happened - clearly and concisely mention activity, circumstances,
weather conditions; names of all parties involved and the extent of their involvement.
Explain if victim disregarded any rules or regulations of the park or work environment?

Follow-up action taken

Name and telephone of victim's family contact _____

List of Witnesses Use back of sheet if needed.

1. Name _____ Age _____
Sex _____ Address _____
Phone (H) _____ (W) _____

2. Name _____ Age _____
Sex _____ Address _____
Phone (H) _____ (W) _____

Persons contacted (Parents, Park District, etc.)

Name of person(s) in charge (safety officer, RPC, counselor, chaperone)

Phone (H) _____ (W) _____

Additional Comments

Reported by _____ Title _____
Signature _____
Date _____

Appendix C

1. SAFETY BOAT OPERATOR SKILL ASSESSMENT

- a. Start assessment with the boat moored to a dock, all systems off, fuel line disconnected.
- b. Get boat underway, having made all checks on the Safety Boat Checklist.
- c. Demonstrate familiarity with throttle, shift, steering, and tilt control mechanisms.
- d. In open water, demonstrate competence at high speed and controlled speed boat maneuvers as called for by evaluator.
- e. Position boat downwind of buoy facing upwind.
- f. Hold boat close to buoy by coordinating throttle, shift and steering.
- g. Rotate boat in own length with throttle, shift and steering (pivot turn).
- h. Retrieve a free-floating PFD (to simulate a man overboard rescue) in several different aspects.
- i. Land alongside a moored boat and retrieve a PFD from moored boat.
- j. Make a landing and departure from the beach in a controlled and safe manner.
- k. Land at and depart from a dock in a controlled and safe manner.
- l. Demonstrate ability to tow another boat, alongside and behind.

2. SAFETY BOAT EQUIPMENT (Includes Committee Boat)

- a. Clipboard with pad and pencils
- b. Whistle
- c. Throwable cushion
- d. Boat hook (Nanook only)
- e. Bail bucket
- f. Sponges
- g. Towing bridle
- h. Paddle
- i. 30 foot towing line
- j. Light heaving line
- k. VHF
- l. Ground tackle
- m. First aid kit
- n. Space blanket
- o. Megaphone
- p. Duct tape
- q. Towels
- r. Rigging Knife

Appendix D

SOUTH WHIDBEY YACHT CLUB ACTIVITY WAIVER

Pelican racing ___ Laser racing ___ Kayaking ___ Keelboat ___

Name: _____
Address: _____ City: _____ State: _____
Zip Code: _____
Phone: _____

In consideration of being permitted to participate in South Whidbey Yacht Club (SWYC) or South Whidbey Yacht Club Youth Sailing Association (SWYSA) programs and activities,

I agree as follows:

RELEASE OF LIABILITY AND ASSUMPTION OF RISK – I understand and acknowledge there is risk involved, including, but not limited to, utilizing equipment which may malfunction or break and my participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members.

RELEASE OF CLAIMS - To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against SWYC, its officers, or agents, for all Losses ("Released Claims").

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST SWYC OR SWYSA FOR ITS NEGLIGENCE.

NOTE- If guest is a minor, the parent or legal guardian must sign on behalf of the minor.

SIGNATURES:

Guest or Parent of
Guest or Member _____
Date _____

SWYC Representative _____
Date _____

Appendix E

SOUTH WHIDBEY YACHT CLUB YOUTH SAILING ASSOCIATION
LASER SAILBOAT RENTAL CONTRACT

Equipment:

Laser (# ___) Mast ___, Top Mast ____, Boom ___, Centerboard ___, Rudder ___,
Cover ___
Trailer (License Plate # _____)

Renter _____

Address: _____

City: _____ State: _____ Zip code: _____

Cell # _____ email: _____

Equipment Pickup Address/Date _____ / _____

Equipment Storing Address _____

Equipment Return Address/Date _____ / _____

Deposit. A refundable deposit of \$100 is required.

Damage/Loss of Equipment Policy:

I acknowledge that if I lose or damage the Laser, its rudder, centerboard, mast, boom, sail or cover I will reimburse YSA all repair/replacement costs. Laser and / or equipment will be repaired or replaced by YSA, and any damages to the trailer will be made by YSA.

Laser Rules:

1. Lifejackets must be worn at all times
2. Wet suits and helmets are recommended.
3. Do not drag the laser across rocks, pebbles, pavement or concrete as it damages the bottom.
4. Return the Laser and gear in clean condition or be subject to a \$50.00 cleaning fee.
5. When transporting the Laser make sure to secure the gear and the cover is on.
6. Laser & trailer must be returned to YSA on July 3rd, for YSA Sailing classes, and will be available on July 31st (after the end of Intermediate Classes).
7. Primary use of the laser is for SWYC Laser races and/or practice related thereto. Laser travel is restricted to Coupeville and South Whidbey.
8. Length of rental agreement is for up to two racing seasons (7 months),
9. Use by SWYC member is limited to one seven month period.
10. Renter must be eighteen years or older to lease a Laser; if under eighteen years old a parent or legal guardian must sign this agreement as well as the child.

Renters Duties and Obligations

Renter hereby rents from South Whidbey Yacht Club Youth Sailing Association (SWYCYSA) the foregoing watercraft equipment (the "equipment") for the period(s) and

charges specified. Renter agrees, as further consideration for such, that Renter and all members of Renter's party will comply with the following Duties and Obligations.

1) All rented equipment must be operated in strict compliance with all state and federal laws and in compliance with all safety and operating procedures provided. Failure to follow the law, procedures, rules, or verbal instructions authorizes SWYCYSA to immediately terminate this agreement. SWYCYSA reserves the right to refuse use of the equipment by anyone.

2) Renter understands the Renter is hereby assuming responsibility for all persons in Renter's party, whether adults or minors, utilizing any of the equipment, and for their acts which may cause damage or injury to property or persons. Renter is in good health, not under the influence of alcohol or drugs and is otherwise capable of safely operating the equipment provided.

3) Renter agrees to promptly return all equipment rented to the area rented from (if picked up or at place delivered) at the end of the rental period ("Return Time") in good condition. Renter agrees that Renter is liable for all "Additional Charges" as may be determined by SWYCYSA upon return of the equipment. Renter will immediately notify SWYCYSA if equipment is damaged or stolen.

4) Renter understands and agrees that SWYCYSA reserves the right to require Renter to relinquish the use of the equipment at any time due to unsafe or improper use. If, in the opinion of any SWYCYSA member, Renter becomes incapacitated, violates any terms of this agreement, or allows unauthorized or unfit person(s) to operate equipment.

Renter Responsible for Loss or Damage and Cost of Repair to Equipment

Renter agrees to pay the full cost of repairing or replacing any damage occurring to the equipment during the period rented under this agreement and/or while it is in the Renter's possession and control. Such cost of repairing will include all parts and labor as determined by SWYCYSA.

Renter Assumes Risk, Releases and Agrees to Indemnify SWYC and SWYCYSA From All Claims.

Renter acknowledges that use of watercraft equipment is an activity involving personal danger and hazards. Renter acknowledges having been given and fully understanding the procedures and instructions regarding the safe use and operation of the equipment, and Renter further agrees to comply with these procedures and instructions. Renter understands the duties/responsibilities owed by Renter (see above). Renter voluntarily participates in these activities with full knowledge of the dangers and hazards involved and Renter expressly agrees to accept these risks and accept responsibility for any all injury, death, or damage to persons or property occurring while equipment is being rented and under the terms of this agreement. Renter hereby voluntarily releases, discharges, waives, and relinquishes any and all claims or causes of action for personal injury, property damage, or wrongful death occurring to Renter, or others, arising from the use of the watercraft equipment rented hereunder, or any activities incidental thereto.

Renter further agrees to indemnify SWYC and SWYCYSA, and hold harmless SWYC and SWYCYSA, from and against any and all claims, actions, damages, costs, and expenses, including attorney's fees, against or incurred by SWYC and SWYCYSA,

arising from any use of the equipment rented under this agreement, including any claims or actions by any person whom Renter allows to use the equipment while it is being rented under the terms of this agreement. All legal action will be in Island County, Washington.

I have carefully read this entire agreement (including Renter's Duties and Obligations and the Watercraft Equipment Rules) and I fully understand the terms contained herein and by signing, I agree to be lawfully bound to this agreement and that I am doing so of my own free will.

I CERTIFY THAT I AM AN ACTIVE SWYC MEMBER AND DUES ARE CURRENT.

I HAVE READ ALL PAGES OF THIS CONTRACT AND UNDERSTAND MY RESPONSIBILITIES ARE LEGALLY BINDING AND ENFORCEABLE.

Renter Signature: _____ Date: _____