

Boat Share Agreement between North Shore Yacht Club (“NSYC”) and Boat Share Program Participant (“Participant”) whose name is \_\_\_\_\_

**PARTICIPANT TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE RELATING TO THE USE OF THE SHARED BOAT**

NSYC agrees to permit the Participant to use the NSYC shared boat and equipment described herein (collectively, the “Boat”) for the 2023 Boat Share season pursuant to the Participant’s rights in the Boat Share Program (the “Program”).

Participant acknowledges that he/she has examined the Boat and all of its equipment, including safety equipment, and finds same acceptable and suitable for their intended purposes(s) and that while the Boat is in his/her possession he/she will maintain the Boat and all such equipment in a safe and dependable manner, Initial ( ).

Participant certifies that he/she is qualified to operate the Boat in conformity with accepted traditional boat handling practices and in accordance with the laws of the State of New York, all safety rules and regulations of the Boat Share Program of the NSYC posted on the Club’s website and provided to the Participant which he/she has read and understands. Initial ( ).

Participant acknowledges that he/she is aware the Boat may not be occupied by more than a certain number of persons, the total of which is set forth in the Program documents and on the Club website and he/she herewith acknowledges that he/she has read, and is familiar with, these limitations and shall comply with them and will not allow a greater number of persons on the Boat while it is under his/her command. Initial ( ).

Participant agrees to report any accident, malfunction, breakdown or equipment problem to the NSYC launch operator or Boat Share representative in attendance, in person, **immediately** upon return to the dock or prior to such return by telephone or VHF radio, and post same on the online After Sailing/Maintenance Report/Request, promptly thereafter. Initial ( ).

Participant certifies that he/she is familiar with the waters of the area where he/she will operate the Boat, that he/she is aware that a maritime chart of such area is on the Boat and that he/she is competent in the reading and understanding of such chart. Initial ( ).

Participant understands that notwithstanding any other insurance that may be applicable to his/her use of the Boat he/she will pay the NSYC up to the sum of \$500.00 for damage to the Boat while it is in his/her possession regardless of the cause of such damage. The Participant will submit to NSYC an undated check made out to North Shore Yacht Club in the amount of \$500, which will be kept on file as part of the Program. Initial ( ).

Participant agrees not to use, nor permit the use of the Boat for any unlawful purpose, or in a careless or negligent manner or while using or under the influence of alcohol or drugs, including any medications which tend to induce drowsiness or contain label warnings cautioning against driving or operating machinery. Initial ( ).

Participant acknowledges that he/she is solely responsible for the safe and proper operation of the Boat and for the safety and welfare of other boaters, persons, and passengers. It is agreed and understood that the NSYC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the Boat. Initial ( ).

Participant further agrees to indemnify and hold harmless the NSYC, and its officers, members, employees, agents, affiliates, and personnel from, and against any and all claims for loss of or damage to property or injury to person (including death resulting through the use, operation or possession of said Boat, arising out of or caused by Participant's violation of this Agreement or willful misconduct. Initial ( ).

Participant further agrees to hold the NSYC harmless should loss or damages occur to any equipment that is supplied with the Boat, including loss or damage by fire, water, theft or any other cause whatsoever, while in the possession of the Participant, arising out of or caused by Participant's violation of this Agreement or willful misconduct. Initial ( ).

Participant expressly agrees to indemnify and hold the NSYC and its officers, members, employees, agents, affiliates and personnel, harmless of, from and against any and all liability, loss, cost damages, including attorneys' fees incurred in connection with the enforcement of this Agreement, including expenses incurred in connection with attempting to collect delinquent fees. Initial ( ).

The rules and regulations contained herein and as posted on the Club's website, on the Boat and otherwise by the NSYC, are for the safety and welfare of all who use the facilities. The Participant certifies that he/she has read and understands said rules and regulations and further assumes full responsibility to ensure that his/her family members and/or guest(s) will obey the rules. Initial ( ).

Should any term or condition of this Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and be unenforceable, and the remainder of this Agreement shall not be affected and will remain in full force and effect. Initial ( ).

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE NSYC AND PARTICIPANT AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED HEREIN.  
I HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH; THAT I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

NORTH SHORE YACHT CLUB by: \_\_\_\_\_ DATE  
PARTICIPANT \_\_\_\_\_ DATE