

Club Locarno

Terms and Conditions of Membership

1. The Member's right to use Club Locarno's boats and Membership terms shall commence upon the acceptance of this Membership Contract by Club Locarno and shall extend either until March 31, 2012 or until Club Locarno cancels this Contract in writing.
2. All rules, regulations and privileges of Membership, including but not restricted to, membership dues, boats, services and hours of operation are subject to change without notice in the sole and absolute discretion of Club Locarno. Any such changes do not affect this Contract or release the Member from any obligation hereunder.
3. The Member hereby voluntarily assumes all risks, accident or damage to his or her person or property and hereby agrees that neither Club Locarno nor any of its officers shall be liable for any claim, liability, or demand of any kind for or on account of personal injury, damage, or loss of any kind sustained by any person. This includes claims that may arise from the negligence of Club Locarno, its officers, or of any person using the facilities or boats.
4. The Member agrees that while engaging in the use of any facilities or boats of Club Locarno, his or her conduct will at all times be such that it presents no danger to him- or herself or to other persons, in the opinion of Club Locarno, or interferes with the enjoyment of other Members.
5. Refunds are rare and they will only be considered under the Club Locarno Membership Fee Refund Policy posted on the club's website.
6. Club Locarno shall be entitled to all costs of collection, including reasonable attorney's fees, in the event of any default hereunder. If any portion of the Contract shall be held invalid, the remainder of the Contract shall remain in full force and effect. The failure to demand or collect any payment due under the terms shall not be deemed a waiver to the right to collect such payment.
7. All Locarno members must be wearing a PFD while on any Locarno watercraft. Every person on board a Club Locarno sailboat or windsurfer must be wearing a wetsuit. Anyone found in violation of this rule will have their membership suspended
8. Members must have sufficient swimming skill that they can swim strongly for at least 50 meters through rough water in order to recover their craft should they become separated from it during the normal course of water sport activities to ensure the safety of themselves and their crew (if applicable).
9. All Members must have sufficient comprehension of the English language in order to fully understand the club rules, bylaws, policies and operational practices and procedures, and to communicate with others.
10. Club Locarno reserves the right to cancel and void any Member's contract without prior notice.

Standard Conditions of Use

1. The availability of boats is on a first-come, first-served basis. Each Member is responsible for signing out and back in the boat at the end of their use.
2. Before the start of any activity (e.g., sail, windsurf, row, kayak, surfski, stand-up paddle), the Member has the opportunity to inspect the boat to ensure that the equipment is in proper working condition. By signing a boat out, the Member is accepting responsibility that the boat is in good order and seaworthy. Any damage must be reported before the signing out of the boat. Club Locarno does not warrant the fitness of the boat in all conditions of weather.
3. The Member shall be charged for any damage or loss of equipment not immediately repaired as determined by the executive of Club Locarno.
4. The Member shall NOT sign out any boats in wind speeds greater than the limit specified for each fleet, or when advised by Jericho Staff, Jericho Rescue, any member of the Club Locarno Executive or a Fleet Captain. For windsurfing, only Level 2 and Level 3 members are permitted to go out in winds of over 15 knots. Members who windsurf in conditions that are above their Level or above 15 knots, are responsible for repairing any damage that occurs, and at their own cost. Sail Boats are not permitted to go out at all in winds over 20 knots.
5. The consumption of alcohol, illicit drugs or prescription drugs that may impair one's ability to be safe on the water may increase the risk of injury around water and boats, a risk which the Member and his or her guests must accept. Club Locarno shall not in any circumstance be under any liability from the Member or the Member's family or guests or their family for any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs.

I hereby acknowledge having read Terms and Conditions of Membership and Standard Conditions of Use. Upon acceptance of this contract by Club Locarno, the said Terms and Conditions of Membership and Standard Conditions of Use shall form part of this contract and I shall abide by them as well as any other rules and regulations of the Membership as set forth or posted. Club Locarno has made no expressed or implied warranties other than those set forth herein to induce me to sign this application and to enter into this contract.

I hereby acknowledge that the Membership terms shall commence upon the acceptance of this Membership Contract by Club Locarno and shall extend either until March 31, 2017 or until Club Locarno cancels this Contract in writing.

This agreement made on _____ (date) between

Club Locarno and _____ (print name) _____ (signature)

Club Locarno and _____ (print name) _____ (Under 19 Parent/Guardian signature)