

**TAMU SAILING CLUB
MEMBER INFORMATION PACKET**

TO BE COMPLETED BY ALL CLUB MEMBERS.

Participants in the TAMU Sailing Club, Inc. should be **aware of the possible risks** that are inherent in the nature of some of the activities. These include, but are not limited to, the **potential for accidents or illness while traveling to and from events, as well as participating in the various club activities**. Every attempt is made to minimize the existing risks through the use of proper sailing equipment, facilities, and sound practices. However, participants should realize these risks cannot be eliminated completely. If participants are **physically healthy and follow proper procedures**, the potential for accidents may be reduced. The TAMU Sailing Club, Inc. strongly recommends that each club member have an **annual physical examination and personal medical and accident insurance**.

| | |
|-------------------|-----------------------------|
| Printed Name | UIN# |
| Signature | Date |
| Local Address | Date of Birth |
| Local Phone # | City, State Zip |
| Local Phone # | Email Address |
| Permanent Address | City, State Zip |
| Permanent Phone # | *Texas DL # (if applicable) |

*If you are planning to drive on any club trip, you must have a Texas Driver's License and have an acceptable driving record. If you do not have a Texas DL you CANNOT drive on any club trip.

=====

Please Select: Student Faculty Other

Student Information (if applicable)

Major

Current Status: Freshman Sophomore Junior Senior Graduate/PhD

Expected Date of Graduation

**TAMU SAILING CLUB
MEMBERSHIP REQUEST**

I, _____, request to join the TAMU Sailing Club, Inc. as a regular member. I understand that I voluntarily agree to join, understand and appreciate the nature of the risks of sailing and windsurfing and agree to the following:

Please initial.

_____ I understand the responsibilities and obligations of this membership as explained in the TAMU Sailing Club, Inc. Bylaws and Operations Manual. I will abide by these rules of the club. I will do everything within my possibilities and knowledge to use the equipment in a safe and responsible manner to prevent accidents and damage to club property. I will store the equipment back in an orderly way and take care of not ruining it.

_____ I will pay within two weeks of joining the TAMU Sailing Club, Inc. the dues that correspond to the rank I held the last time I was a member or the basic dues if I am a new member.

_____ I will follow the directions and instructions given by the club officers when I am using or in possession of TAMU Sailing Club, Inc. equipment or in TAMU Sailing Club, Inc. premises. I agree that these directions are given for my safety and for the safety of others and to preserve club property and equipment.

_____ I agree that to use club equipment I will have signed an assumption of waiver and liability release form as indicated by the TAMU Sailing Club, Inc. and will not hold the TAMU Sailing Club, Inc. liable for accidents originated from the use of TAMU Sailing Club, Inc. equipment.

_____ I agree to perform the service hours corresponding to my rank in the TAMU Sailing Club, Inc. I understand that if I do not perform the service hours by the grounding days, I will not be allowed to sail or use any of the TAMU Sailing Club, Inc. equipment until I have fulfilled the service hours.

Printed Name

UIN#

Signature

Date

In case of emergency, contact _____

at the following number _____

Health Insurance Company Name _____

Policy Number _____

Automobile Insurance Company Name _____

Policy Number _____

Please list any special services you may require due to an existing medical condition or physical disability:



PARTICIPANT WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of the **TAMU Sailing Club, Inc.** (herein referred to as "activity"), which is a recognized student organization at Texas A&M University, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes TAMU Sailing Club, Inc., Texas A&M University, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to: driving to and from activity sites; maneuvering a boat, sailboard, or other watercraft in deep water in potentially hazardous conditions, which would include, but are not limited to, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. The likelihood of injury may be lessened by adhering to the following:

- a. Each group should select a vehicle driver using qualifications (background check or signing a statement of good driving record);
- b. Following all the directions and instructions from the club officers and the safety information given in the novice and skipper class, and regulations from Texas Parks and Wildlife and the U.S. Coast Guard;
- c. Knowing how to swim and wearing the required personal flotation devices which the club must always make available to its members.

Despite these risks, I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation in said activity **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**

3. NO INSURANCE. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation, unless otherwise so informed by the club. As such, I am aware that I should review my personal insurance coverage. TAMU Sailing Club, Inc. does not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so the club can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. **I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the university.**

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSIDER CONSULTING YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

SIGNED this _____ day of _____, 20_____.

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature: _____

(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____

(If Participant is under 18 years old)

Student UIN#: _____

INSTRUCTIONS: (1) The document should be printed in a font size no smaller than 10-point type. (2) The formatting/font style (**bolded, underlined, and italicized**) in paragraph nos. 1, 2 & 5 should not be altered.

Photo Release

For good and valuable consideration, the receipt of which is hereby acknowledged, I _____, hereby grant Aggie Yacht Club permission to use my likeness in a photograph in any and all of its publications, including but not limited to all of Aggie Yacht Clubs printed and digital publications and Social media. I understand and agree that any photograph using my likeness will become property of Aggie Yacht Club and will not be returned.

I acknowledge that since my participation with Aggie Yacht club is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Aggie Yacht Club to edit, alter, copy, exhibit, publish or distribute this photo for publicising Aggie Yacht Club's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness. Additionally, I waive any right to royalties or other compensation arising out of, or related to, the use of the photograph.

I hereby hold harmless and release and forever discharge Aggie Yacht Club from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am at least 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Full Name (Print) _____

Signature _____

Date _____