

2010
Chicago Sailing, Inc. Rules and Regulations
For Qualified Operators

(A current list of rules is posted at www.chicagosailing.com)

As a Qualified Sailboat Operator I Agree:

1. to register MYSELF and ALL MY GUESTS with CHICAGO SAILING, INC. (CS) and warrant that that each participant has properly executed a current CS waiver agreement prior to using any CS vessels or facilities. I assume all risks and responsibilities for each participant in my party, including those who fail to provide a signed waiver. I hold harmless CS and its personnel for all risks and will defend such in any actions that result from my captaincy or for my failure to provide a properly executed waiver for each of my guests.
2. that I am the best judge of my boating capabilities and warrant that I am qualified to use CS vessels and equipment. Prior to departure I will consult with CS authorized personnel if I have any doubts about my abilities to operate CS vessels, the weather, or my understanding of safety or operational procedures. I will immediately seek safe harbor or assistance when conditions warrant.
3. that I am fully and solely responsible for the safety of myself and my guests at all times, including the legal operation of vessels under my command. I further warrant that my guests are fully capable of safe participation. I understand and will comply with all Federal, State, Municipal and CS rules regarding the safe operation of vessels under sail or power. My guests and I will wear life jackets at all times on CS vessels and docks. I will keep the hatch boards and hatch slide on CS's outboard-powered vessels closed and secure during all times of operation. I hold harmless CS and its employees for my actions with any CS vessels or equipment, and will fully defend each in such regard.
4. that each reservation for sailing time constitutes a binding payment agreement, guaranteed by my valid credit/debit card. I hereby authorize for payment, without qualification, all charges associated with my reservation and use of CS vessels and equipment, including, but not limited to, cancellations and extraneous charges for cleaning, loss, damage, late returns, rule violations and rescue.
5. * That I have fully read, understand, and will comply with the CS Cancellation Policy and the CS Late Return Policy, in its current form or as amended without notice. I acknowledge that changes to my sailing time, including late returns, are official only when acknowledged by a CS confirmation code. I will return the CS vessel at the scheduled time, in clean, ready-to-go condition, regardless of my time of departure.
6. I agree to pay, and authorize credit card charges of \$80/hr, for any extraordinary clean-ups, including, but are not limited to: dark shoe marks, illness, and rubbish removal.
7. that I will secure any CS vessel under my command to CS docks at sunset, unless officially exempted by an authorized CS staff member. Except in an emergencies I will not dock CS vessels at any other location at any time. I will immediately and fully apprise CS of my situation and the vessel's condition and location whenever an emergency situation arises.
8. that I am financially responsible for all damages or loss to CS vessels and equipment under my command. I am additionally responsible for all damage to any other persons, vessels and equipment that result from my actions or omissions. I authorize, without reservation or revocation, my credit card provider to approve charges for any such losses that are the result of my operation of CS vessels and equipment, including but not limited to, misuse, recklessness, and negligence. I agree to report any incidents, damage and/or unsafe conditions to CS immediately.
9. * to operate within CS navigational limits at all times. I understand that the MAXIMUM sailing limits (from Belmont Harbor) of 1 mile for outboard-powered vessels and 3miles for inboard-powered vessels may be reduced at any time for safety reasons. I will, at all times, comply with appropriately safe sail configuration as conditions warrant and/or as proscribed by CS, including shortening or dousing of sails.
10. to respect our boating neighbors by avoiding congestion, littering and noise on Chicago Park District (CPD) docks and grounds. I will refrain from smoking or cooking with open flames on CS vessels or CPD docks.
11. that I will not operate Chicago Sailing vessels under the influence of drugs or alcohol. I accept full legal and monetary responsibility for any injuries, fines and damage that result from my operating the vessel while impaired, including those necessary to release an impounded vessel.
12. * that I understand and will comply with CS engine operation and propulsion procedures under both sail and power. I will be responsible for insuring that I have adequate fuel for my activities, including safe return to CS docks. I understand and will always comply with CS rules regarding safe sail deployment, especially as weather changes and when entering and exiting the harbor.
13. to insure that all in my party will wear weather-appropriate clothing, soft-soled, non-marking shoes and sun protection.
14. * that I will, at all underway times, possess and maintain a serviceable cell phone in a waterproof container, reliably operational for a distance no less than the vessel's expected sailing radius and sailing duration. Prior to each departure I will inform CS of this phone's number and will monitor this phone for emergency communications at all times. I will immediately contact CS when threatening situations develop, identifying myself, alerting them to my situation, my position and my intentions.
15. to contact Chicago Sailing's office **(773) 871 7245** at the first sign of danger. I will use **(773) 706-3910** only for **EMERGENCY COMMUNICATIONS**. Additional emergency contacts: Belmont Harbor Master (312/742-7673), Chicago Marine Police (911), United States Coast Guard (773/768-4093), all of whom also monitor VHF radio, Channel 16.

* These items are subject to CS citations for as much as \$100 per occurrence, payable immediately.

My signature on the reverse side of this page confirms that I have read, understand, and will comply with the Rules and Regulations of Chicago Sailing, Inc. in their current form and as amended from time to time without notice. I authorize, without reservation and without revocation, charges to my credit card for each and every agreement listed on this page and posted on Chicago Sailing, Inc's web site.