

NOCKAMIXON SAIL CLUB
PO Box 133, Telford, PA 18969
www.nockamixonsailclub.org
Email: communications@nockamixonsailclub.org

Nockamixon Sail Club (“NSC”) Borrowed Boat Program Policy - Use of Club Sailboats, Sunfish

This policy is (1) to define conditions for the use of NSC sailboats to minimize the risk of damage to or loss of the NSC sailboats; and (2) to establish a procedure for recording the use of the NSC sailboats and property.

NSC Sailboat Use:

1. **Usage:** NSC sailboats are available for sailing by active NSC members in good standing at no charge on a first-come, first-sail basis, except for special NSC events. NSC sailboats are reserved for special NSC events (e.g. the fleet is reserved for the participants of special NSC events).
2. **Guest:** An NSC member can invite only one (1) guest to accompany the member on an NSC sailboat. Guests will be the responsibility of the NSC member.
3. **Qualification:** Individual NSC members may qualify as a ‘SKIPPER’ by demonstrating the following:
 - must attend a Tuesday Sunfish program or make special arrangements with Sunfish fleet captain/quartermaster/approved representative(s).
 - must demonstrate proficiency with NSC sailboat rigging, derigging, and storing policies
 - must demonstrate proficient sailing ability in a minimum of 5-knot winds, including
 - upwind/downwind sailing and jibing/tacking
 - the proper approach to dock
 - must review and understand the correct sailboat-righting (self-rescue) technique
 - must follow all the Borrowed Boat Program Policies
4. **Sign Out:** Each SKIPPER will sign out the NSC sailboat and equipment at the NSC equipment shed. The SKIPPER will inspect the sailboat hull, spars, sails, and rigging to ensure craft seaworthiness before use.
5. **Sign In:** Each SKIPPER will sign in the NSC sailboat after use, noting any issues, damages, etc in accordance with **Section 12 (“Damage”)** below. All sails, sheets, rudders, and paddles will be stored on the NSC sailboat trailer and shed.
6. **Lock:** Access to sailboats (key or lock combination) shall be limited to NSC member SKIPPERS. Keys or combinations will not be released to other persons. See **Section 18 (“How to Obtain A Lock Combination”)** for more details.

7. **When in use:** SKIPPERS using NSC sailboats are responsible for transporting boats to and from the water. NSC sailboats are not to leave the Park. Sailboats are not to be beached on rocks anytime for any reason.
8. **Safety:** SKIPPERS and guests are responsible to bring a good, serviceable, United States Coast Guard-approved (USCG) life jacket or personal flotation device (“PFD”) on board for each person and a sound producing device, such as a whistle. **Children 12 years old or younger must wear a PFD at all times while underway.**
9. **Sunset:** All boats must be returned to the dock area and off the water before sunset.
10. **Weather:** SKIPPERS are responsible for maintaining a seamanlike regard to the weather conditions and for returning to the marina area or another safe area when threatened by storms or squalls.
11. **Weather/Capsize:** Use of NSC sailboats will be suspended in winds exceeding 15 knots or when thunderstorms threaten. This provision may be waived for special NSC events. Avoid capsizing the NSC sailboat, as it can result in damage or loss to the sailboat and equipment. If an accidental capsizing occurs, the SKIPPER will conduct a detailed survey for damage or loss and resolve any deficiencies. Sailboats may be intentionally capsized for occasional training purposes in light weather and with proper preparation and conditions. Sailboats are never to be towed while capsized as this can cause extensive damage.
12. **Damage:** The SKIPPER will sign the sailboat in at the NSC equipment shed. Any damage incurred must be reported to the Quartermaster and/or Sunfish Fleet Captain. Notation on the signout sheet is not sufficient for damage reporting.

An NSC member using an NSC sailboat and equipment will be held financially responsible for damage or loss incurred through careless or improper use and is responsible for proper stowage of sails and equipment following its use. This responsibility includes the procurement of necessary repair materials and effecting repairs. An NSC officer may authorize reimbursement for material(s) costs when a previously worn or damaged part fails during normal use.

13. **Risk and Waiver:** When using NSC sailboats and property, there is risk of personal injury and/or loss in participation in the activity of boating and sailing, and each individual will personally accept and assume such risk. A copy of this policy and the indemnity form needs to be completed each year for each membership family and each guest. The annual Waiver must be signed before an NSC member or guest is permitted to use an NSC sailboat. Children under 18 years of age require their parent or legal guardian’s signature for the waiver.
14. **Legal:** The safe and legal use and operation of the NSC sailboats and other property is the accepted and assumed responsibility of each NSC member under this Borrowed Boat Program.

15. **Age Requirement:** NSC sailboats will be skippered by an adult sailor. An exception for NSC members less than eighteen (18) years of age requires parent or legal guardian supervision.
16. **Other Responsibility:** The NSC member SKIPPER will be considered the Responsible Party (“RP”) and is responsible for, will abide by, and enforce all NSC rules and regulations governing the release of the vessel(s) to their care. The RP will ensure that their guest has signed the Assumption of Risk and Responsibility and Waiver of Rights for Claims and for Damages form(s) before embarking.
17. **Work Requirement:** NSC members participating in the Borrowed Boat Program for any length of time during each season will contribute at least two (2) hours per year in work parties or sailboat repair work. NSC officers will arrange work parties and request volunteers as necessary.
18. **How to Obtain A Lock Combination:** To monitor usage and enforce guidelines for using the club's Sunfish boats, each NSC member family wishing to use the boats outside the Club Events must follow these steps to receive a private lock combination:
- Attend a Sunfish group sail event to learn the club’s expectations for rigging, derigging, and storing the boats. (See the website’s calendar for dates.)
 - Demonstrate understanding of the Borrowed Boat Program Policy.
 - Independently and properly rig, derig, and store the boats as outlined in the attached guidelines.
 - The Sunfish Fleet Captain or their designee(s) will issue the lock combination during Sunfish Group Sail events. Other arrangements may be made after attending at least one group sail event.
 - The lock combination remains valid as long as the membership is in good standing.

Nockamixon Sail Club ("NSC") Borrowed Boat Program

**Assumption of Risk and Responsibility and Waiver of Rights for Claims and for Damages Form
For 2026 Sailing Season**

Certification and Waiver of Liability:

By my signature on this page, I certify that I have received, read, understood and will abide by the Nockamixon Sail Club Rules and this Policy and Program. I certify that I fully understand and accept the risks associated with the activity of sailing and other water sports, and I agree that the Nockamixon Sail Club, its officers, and its members, shall not be liable for any losses or damages occurring as a result of my participation in sailing and related club activities. Children under 18 years of age require additional signature for the waiver below.

Primary Member Name (print): _____

Primary Member Signature: _____ Date _____

Family Member Name (print): _____

Family Member Signature: _____ Date _____

Family Member Name (print): _____

Family Member Signature: _____ Date _____

Family Member Name (print): _____

Family Member Signature: _____ Date _____

Guest Name (print): _____

Guest Signature: _____ Date _____

If the SKIPPER is under age 18, the following certification will be signed by the SKIPPER's parent or guardian.

As the legal parent and/or guardian for _____,

I certify that I fully understand and accept the risks associated with the activity of sailing and other water sports, that I permit my child(ren) to participate in sailing and associated activities, and I agree that the Nockamixon Sail Club, its officers, and its members, shall not be liable for any losses or damages occurring as a result of my child(ren)'s participation in sailing and related club activities.

Name and Signature of parent/guardian _____ Date _____