

## **SPLWSA MULTI-USE CLUB BOAT PROGRAM**

After many years of debating within SPLWSA the pros and cons of the Club owning a ski boat that it would lease to Club members, the Club established this Multi-Use Club Boat Program in time for the 2020 ski season. In light of this history, having the opportunity to use the Multi-Use Club Boat (“MUCB”) is truly a privilege that cannot be taken lightly. Moreover, the success and continuation of the MUCB Program cannot be taken for granted—both the success and continuation of the MUCB Program are dependent upon each participant’s strict adherence to all of the MUCB Program rules and guidelines, including without limitation the rules set forth in the following Use Agreement.

### **Use Agreement**

- A. As a participant in the Multi-Use Agreement, I acknowledge and agree to adhere to the following rules:
1. Before using the MUCB, each user must individually sign this Use Agreement.
  2. Each user group shall designate a group member to be the Group Captain, whose name shall be listed on the Use Agreement of each of the user group’s members.
  3. Only current Club members with a valid USA Waterski membership may use, ride in or ski behind the MUCB.
  4. Only rated drivers with USA-WSWS (which includes Trained Boat Drivers under USA-WSWS’s training program) are allowed to operate the MUCB. The Club also encourages each user group to have at least one Safety Coordinator certification.
  5. Each user group must provide its own gas (see 7.v, below).
  6. At the end of a user group’s use of the MUCB for its slot time on a given date, the user group must wipe down the MUCB (full interior and full exterior), cover the MUCB, and place the MUCB on the proper lift.
  7. A log book will be kept in the glove compartment of the MUCB. It is the Group Captain’s responsibility to do the following for each use of the MUCB:
    - i. Look for any damage to the MUCB prior to use and, if damage is noticed, document it by taking a picture of the damage and sending it to the MUCB Program Director before using the MUCB—any pre-use damage will be charged to the previous user group.
    - ii. Record the pre-use oil level.
    - iii. Record the pre-use gas level before adding current user group’s gas.
    - iv. Record the pre-use engine hours (should match previous user group’s post-use hours—note any discrepancy).
    - v. Record post-use gas level (must be at least ½ full at end of use).
    - vi. Record post-use engine hours.
    - vii. If any damage to the MUCB occurred during use, document it by taking a picture of the damage and sending it to the MUCB Program Director before leaving the site—any damage sustained will be charged to the user group that was using the MUCB when the damage occurred.
  8. Any damage or any maintenance issue must be reported immediately to the MUCB Program Director.
  9. Regular maintenance, including oil changes and winterization will be performed by the MUCB Program Director.
  10. If the MUCB is unavailable for use, no replacement boat will be made available. The Club will do its best to expedite repairs.

11. The Group Captain is responsible to the Club for the costs associated with any damage to the MUCB attributable to the user group and may, in turn, allocate any such costs among the members of the user group and obtain reimbursement from those members. The Group Captain's \$600 damage deposit check is required at the time the first member of the user group is enrolled in the MUCB Program. In the event of any damage to the MUCB attributable to the user group, this check will be cashed to pay the costs associated with the damage. Any funds from the \$600 damage deposit check that are not used to pay for damage attributable to the user group will be refunded to the Group Captain after November 15 of the current year. If costs associated with damage attributable to the user group exceed \$600, the Group Captain must pay the Club the amount of these additional costs by November 15 of the current year, and failure to do so will result in the imposition of processing and collection fees.
12. The Club's Board will review and resolve any dispute arising out of the MUCB Program, including whether a user group that is responsible for any damage to the MUCB.
13. Failure to comply with any terms of this Use Agreement will result in:
  - i. First offense: verbal warning.
  - ii. Second offense: forfeiture of the ability to use the MUCB in current year.
14. In the event of a violation of any of the terms of this Use Agreement, the following additional consequences may be applied at the Club's discretion:
  - i. Loss of use of the MUCB to a user or user group for future years.
  - ii. Loss of good standing as a member of the Club.

B. The cost per user group for use of the MUCB is:

1. \$1,000 for up to 30 hours of use (there is no refund for unused hours) which must be paid before your group may use.
2. \$35/hour for each hour of use in excess of 30 hours.
3. Hours of use are measured by engine hours.

C. To the greatest extent permitted by law, I, on behalf of myself and my spouse, heirs, legal representatives, assigns, insurers and subrogees, hereby release, waive and covenant not to sue (collectively, "Release") SPLWSA, USA-WSWS (including its clubs, associations, sport disciplines and divisions), and each of their respective parent, subsidiary and affiliated associations, corporations, partnerships, companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties"), with respect to any liability, claims, demands, causes of action, damages, loss or expense (including court costs and reasonable attorney's fees) of any kind or nature (individually and collectively, "Liability") which may arise out of, result from, or relate in any way to my use of the Multi-Use Club Boat, including Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, but excluding Liability to the extent caused by a Released Party's willful misconduct or gross negligence. To the greatest extent permitted by law, I further agree to indemnify, defend and hold harmless each of the Released Parties from any Liability under any of the following circumstances: (1) if, despite this Release, I, or anyone on my behalf, pursues Liability against any of the Released Parties, except to the extent a Liability is caused by a Released Party's willful misconduct or gross negligence; (2) if any person pursues Liability against any of the released Parties to the extent the Liability is attributable to my acts or omissions.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Group Captain: \_\_\_\_\_

MUCB Program Director: Nick Wegleitner, 612-419-4648, n.wegleitner@gmail.com