

# Reciprocal Member

### Information and Acknowledgements

Name of Recipro	Age (Optional)								
Name of Co-Member							Age (Optional)		
Residence Address				City	City		Zip		
Mailing Address				City	City		Zip		
Phone Numbers	- Residence			Work	Work		Cell		
Employer				Position					
Drivers License N	Number		Email						
In the event that I or my Spouse (if applicable) cannot be reached, please contact:									
Name				Relationship			Phone		
Acknowledgements									
Upon execution of the Reciprocal Membership Agreement, the undersigned, after successfully completing any necessary Reciprocal Certification and hereby agreeing to pay all fees listed below in addition to prevailing charter fees for all scheduled charter periods, is accepted as an Reciprocal Member of Aventura Sailing Association, Inc. and will be entitled to all rights and benefits thereof.									
I have read and understand the above terms and conditions of Reciprocal Membership and agree to abide by all rules, regulations and policies established by and governing the operation of <b>Aventura Sailing Association, Inc.</b> , including those described in the "Reciprocal Membership Agreement" and "Member Policies and Procedures Manual," copies of which are hereby acknowledged.									
Date		Reciprocal Member Signature			ASA		\		
		Reciprocal C	Club Inf	ormat	tion				
Club Name			Reciprocal Charter Resume						
Location			Date	Size	Make		Destination		
Phone Number									
Date Joined									
Certifications									
Date Completed		Course Description							
Notes: Please attach all necessary documents.									



### **Reciprocal Member**

#### Agreements

#### **Limitation of Liability**

None of **Aventura Sailing Association, Inc.**, its related bodies corporate, any of their directors, officers, skipper, master, employees, or shareholders will in any way be liable for any direct, indirect, incidental, special or consequential damages including negligence.

Where any legislation implies in these Terms and Conditions any term, condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions, however, the liability of **Aventura Sailing Association, Inc.** for any breach of such term, condition or warranty shall be limited, at the option of **Aventura Sailing Association, Inc.**, to any one or more of the following: (a) if the breach relates to goods: (i) the replacement of the goods or supply of equivalent goods; (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods, and (b) if the breach relates to services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

Signature	Date

#### Release and Indemnity

Sailing and cruising can be a hazardous activity, particularly noting the vagaries of the wind and tide. You hereby waive, release, forgive, discharge and relinquish any and all claims (including, without limitation, any claims for death or personal injury) that you now have or may have in the future against **Aventura Sailing Association**, **Inc.**, its related bodies corporate directors, officers, skippers, and employees, shareholders, agents and representatives which are connected with, arise out of, relate to or are incidental to any transaction or services with **Aventura Sailing Association**, **Inc.** 

You hereby agree to indemnify, defend and hold **Aventura Sailing Association, Inc.**, its related bodies corporate, directors, officers, skippers, employees, shareholders, agents and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by **Aventura Sailing Association, Inc.**, its related bodies corporate, directors, officers, employees, shareholders, agents and representatives arising out of o in connection with the performance of its duties as described in these Terms and Conditions including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

The undersigned hereby releases, indemnifies and holds harmless, Aventura Sailing Association and its officers, agents, and employees from all liability to the undersigned, (and to any minor participants for whom the undersigned has the capacity to contract) for any loss or damage on account of physical, mental, and emotional injury to the undersigned (and said minors) resulting from participation in the sailing programs of Aventura Sailing Association.

The undersigned hereby recognizes for himself or herself, (and any minors) that the events and occurrences to which this release applies can be dangerous, and assumes full responsibility for the risk of physical, mental and emotional injury, including that due to the negligence of Aventura Sailing Association, its officers, agents and employees.

As the result of signing below, the undersigned hereby represents that he or she understands and is familiar with the nature of the activities in which the undersigned (and/or any minor) will participate and is accepting those risks for him or herself, and for any minor participants for whom the undersigned can contract.

I have read and understand the above release and waiver of liability which are hereby acknowledged.

I have read and understand the Limitation of Liability and Release and Indemnity agreements which are hereby acknowledged:

Signature	Date



## **Reciprocal Member**

**Credit Card Authorization Form** 

#### Authorization

I, the undersigned, hereby authorize Aventura Sailing Association, Inc. to process all **Sailing Charter Fees and Expenses** to the credit card indicated below and I understand all such authorized charges will be processed up to 24 hours prior to the scheduled charter. I, the undersigned, hereby acknowledge a 50% non-refundable deposit (of the charter amount) is required to secure the booking. The remaining balance is to be paid the 1st day of charter when paperwork is completed.

This agreement will remain in effect until Aventura Sailing Association, Inc. receives a written notice of cancellation from the undersigned Reciprocal Member, or until the undersigned Reciprocal Member submits a new credit card authorization form to the Billing Department. It is the Reciprocal Member's responsibility to notify Aventura Sailing Association, Inc. of any changes on credit card information & expiration date.

Reciprocal Member Signature									
Credit Card Information									
		1							
Start Date of Authorization									
Cardholder's Information - As it Appears on Card									
First Name		Last Name							
Billing Address									
Account Number									
Visa Master Card Amex	Other	Expiration Date	CVV						
Daytime Phone: Work - Home - Cell		Email:							
Cardholder's Signature		Date							