

RSPWDC Club-Owned Rowboat Usage Policy and Procedure

General Guidelines

The RSPWDC owns a 12' aluminum rowboat (fitted with a carpeted platform and step) with oars and trailer and is available for Club sponsored PWD water practice sessions, water trials, and use by Club members.

Club Member Use Of Club-Owned Rowboat

Members utilizing this option are responsible for pickup and transportation; damage to the boat and/or trailer while in a member's possession, and return of the boat to its storage location. **Current vehicle insurance must be on file with the Club prior to using the boat** (see instructions below). A donation for using the boat on days other than those scheduled by the Club is appreciated.

Any member using the boat must sign a waiver of liability; this waiver must be on file prior to any member being allowed to use the boat.

Instructions for Boat Pickup, Transport, and Usage

1. Your vehicle should have a towing package; which includes the ability for a wire harness to connect to the trailer for taillights, brake lights and turn signals. The trailer uses a 4-prong flat connection wire harness, available at your local U-Haul retailer for about \$6.00. The trailer uses a 2" ball and hitch for connection to your vehicle - not supplied by the Club.
2. Vehicle insurance must be in effect and information on file with the RSPWDC.
3. Complete and email to the Club Corresponding Secretary the RSPWDC Club-Owned Rowboat Usage Hold-Harmless Agreement WITH vehicle insurance information, and the following:
 - Requested Date Of Pickup
 - Date(s) of Usage
 - Place of Usage
 - Date of Return
4. The Club Corresponding Secretary will contact you once all of your information is received with the current location of the boat, instructions for pickup and return, and a copy of the trailer registration.
5. If you are using the boat outside of Club designated practice sessions/trials, donations can be mailed to the RSPWDC Treasurer. Checks should be made payable to RSPWDC.



RSPWDC Club-Owned Rowboat Usage Hold-Harmless Agreement

Please print this agreement out, read it carefully, sign and mail to the Club Corresponding Secretary. Completed agreements will be kept on file with the Club Corresponding Secretary for the current year.

NO ONE WILL BE ALLOWED TO BOARD, OPERATE OR USE THE CLUB-OWNED ROWBOAT WITHOUT A SIGNED RSPWDC Club-Owned Rowboat Usage Hold-Harmless Agreement.

Safety Equipment: Absolutely no one is allowed on the boat without a PFD and closed-toed shoes (sneakers are acceptable).

Parking: Please abide by the facility's parking instructions and rules.

Participant Name: _____

Address: _____

Telephone/Home/Cell: _____

Email: _____

Emergency Contact Name and Phone Number: _____

Members using the boat are responsible for any damage to the boat and/or trailer while in a member's possession, i.e., broken tail light, cut wires, change and repair of a flat tire, etc.

Vehicle Insurance Information (must be on file if you plan to transport the Club boat):

Name of Insured: _____

Insurance Company: _____

Policy No: _____ **Expiration Date:** _____

For Club Use Only

Date Received: _____ Payment Received: Y N Check #: _____ Amount: \$ _____

Date of Pickup: _____ Place of Usage: _____ Date of Return: _____

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Please initial each clause as indication that you have read and agree to all the conditions, rules, etc., and sign at the bottom of the page.

Conditions

_____ I hereby acknowledge that I have made arrangements for use of the Club-owned rowboat with the Club Corresponding Secretary.

_____ I further acknowledge that use of the boat involves an element of risk.

_____ I/we accept full responsibility for the care of my dog(s) while using Club property.

Special Rules

_____ A personal flotation device (PFD) or life jacket, and closed toe shoes must be worn at all times while on the Club boat.

_____ I/we will bring no glass onto the boat.

Hold-harmless

_____ I/we agree to hold the RSPWDC and it's members, directors, officers, and agents, practice site owner(s), storage site owners and any provider of services and any employees or volunteers of any of the aforementioned parties, harmless from any claim for loss or injury which may be alleged to have been caused directly or indirectly to any person, animal or thing by the act of my dog or myself while using the Club boat, and

_____ I/we further agree to hold the aforementioned parties harmless from any claim for loss, disappearance or theft of, or damage or injury to, my dog, whether such loss, disappearance, theft, damage, or injury is caused or alleged to be caused by the negligence of the Club or any other parties aforementioned, by the negligence of any other person, or by any other cause.

Indemnification

_____ I/we hereby assume the sole responsibility for and agree to indemnify and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons, including myself (ourselves) or on account of damage to property,

arising out of or in consequence of my/our use of the Club boat, howsoever such same may have been caused or may be alleged to have been caused by negligence of the aforementioned parties or any of their employees or agents, or any other persons.

Arbitration

_____ Notwithstanding any of the above, in the event that I/we or my dog(s) suffer any damage, injury, illness, or loss (including the death of the dog(s)) arising from my/our use of the Club boat, I/we agree that any claim arising out of or related to my/our use of the Club boat or as to the construction, interpretation and effect of this agreement shall be settled by arbitration pursuant to the applicable rules of the American Arbitration Association. I/we agree that any such arbitration will take place in Arizona within 60 days of the incident giving rise to the claim, or at such other time and place as the parties may agree. I/we agree to pay a pro-rated share of the costs of any such arbitration.

_____ I/we agree that the RSPWDC has the right to refuse use of the Club boat for any cause for which they deem to be sufficient.

By signing below, I agree to all the above and acknowledge that I have read and understand Club-Owned Rowboat Usage Safety Rules on Page 3 of this document.

Participant:

Printed Name

Signature

Date

RSPWDC Representative:

Printed Name

Signature

Date

RSPWDC Club-Owned Rowboat Usage Safety Rules

1. Any person who enters the boat must wear an appropriate sized personal flotation device (PFD) or life jacket, and closed toe shoes that can protect their feet from sharp objects.
2. To use RSPWDC equipment, a ***RSPWDC Club-Owned Rowboat Usage Hold-Harmless Agreement*** to hold the Club harmless from damage, injury or death must be on file with the Club.
3. Club equipment may only be used for RSPWDC sponsored events, designated practice sessions; or by members making prior arrangements with the Club Corresponding Secretary.
4. There must be at least two adults present when the Club boat(s) are being used. An adult is defined as a person 16 years of age or older; however, at least one of the adults present must be 18 years or older.
5. Children under the age of 16 must be accompanied by a parent or guardian while using the Club boat. Guardians shall sign a ***RSPWDC Club-Owned Rowboat Usage Hold-Harmless Agreement*** for their children and by doing so assume all risks and responsibilities for their children's actions. Children must wear an appropriate sized personal flotation device (PFD) or life jacket, when on the boat.
6. RSPWDC equipment shall be used in an appropriate manner. Boat(s) are for the sole use of dog and handler teams practicing water work with their dogs or as needed by the Club for a water practice/trial. No person shall stand on the boat platform while the boat is away from shore. All equipment is to be properly stored after use.