



# PORT CREDIT YACHT CLUB MEMBERSHIP APPLICATION

115 Lakefront Promenade, Mississauga, ON Canada L5E 3G6

Tel: 905 278 5578

www.PCYC.net

Fax: 905 278 2519

**Please print clearly and answer the applicable questions:**

**I hereby apply for membership in the Port Credit Yacht Club.**

Class of Membership:  Senior  Associate  Associate/Drysail  Intermediate  
(please check)  
 Non-Resident  Junior  Student  Corporate

To: The Secretary, Port Credit Yacht Club

I, (Mr./Mrs./Ms./Miss./Dr.) \_\_\_\_\_, hereby apply for

Surname

Given Name

membership of the Port Credit Yacht Club. If my application is accepted, I hereby agree to abide by the Charter, By-laws, Rules and Regulations passed by said Club at any time I am a member thereof and pay all Fees and Assessments set by the Club in a timely manner. I also understand that privileges of the Club will not be available to me until I receive notice from the Club Secretary of the acceptance of my application, and if not accepted any monies attached hereto will be returned to me promptly.

Home Address \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Company Name \_\_\_\_\_ Profession \_\_\_\_\_

License plate \_\_\_\_\_ Date of Birth \_\_\_\_\_ (M-D-Y)

Previous Address \_\_\_\_\_

(If changed in the last five years)

I consent to, and accept this as written notice of the intention of the Port Credit Yacht Club to obtain such factual and investigative information as permitted by law, pertaining to my credit background and subsequent credit experience, if applicable, and to retain such information for Port Credit Yacht Club's confidential use.

Applicant's Signature \_\_\_\_\_ Date signed \_\_\_\_\_

## Membership Application (page 2)

### Spouse and Family Details

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ (M-D-Y)

Business Phone (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Profession: \_\_\_\_\_ E-Mail \_\_\_\_\_ License plate \_\_\_\_\_

Number of Children Under 11 \_\_\_\_\_ Number of Children age 11 to 18 \_\_\_\_\_

### Photo Opt Out:

If you are electing to OPT OUT, please check the box below. **Please also attach a recent photo of you and listed family.**

Please use this form ONLY if you want PCYC to make all reasonable efforts to EXCLUDE images of you and your family listed below from photos, videos and recordings used for marketing, communications, and public relations purposes.

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

I want PCYC to make all reasonable efforts to EXCLUDE images of me and my family members listed below from photos, videos and recordings for marketing, communications, and public relations purposes. Please include the birthdate of minors (under 18):

Name: \_\_\_\_\_ Signature: (if over 18): \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Junior Membership Applicants only** To be completed by the Parent or Guardian of all Junior membership applicants.

I hereby guarantee payment of accounts incurred by the applicant while a Junior member of Port Credit Yacht Club

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Membership Number \_\_\_\_\_  
Please Print If applicable

Home Address \_\_\_\_\_ Postal Code \_\_\_\_\_

### Proposer and Secunder

We, the undersigned, as members of the Port Credit Yacht Club, are personally acquainted with the applicant and recommend him/her for admission to membership.

Proposer \_\_\_\_\_ Membership Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Secunder \_\_\_\_\_ Membership Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: Only Senior and Associate members in good standing may act as Proposers and Secunders and at least one of them must be a Senior Member. The Proposer shall submit a letter in support of the application to the Secretary.

## Membership Application (page 3)

Please indicate below any previous Sailing/Boating experience you may have including any formal training, such as completion of The Canadian Power and Sail Squadron Course or The Canadian Yachting Association Training Programs.

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What are your anticipated uses of Port Credit Yacht Club; for example Family, Social, Business, Crewing, Racing or any other?

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Please provide us with any Boat Ownership information. Past, Present or Future.

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How did you hear about PCYC? (Circle one) Internet    PCYC Member    Boat Broker    Boat Show    Open House

Other \_\_\_\_\_

Do you anticipate being able to contribute (non-monetarily) to the activities of Port Credit Yacht Club?

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Please provide details, if any, of other past or present Club memberships

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### Account Payment: Check desired method of payment of monthly account.

Visa     MasterCard     Pre-Authorized Debit     Send my monthly statement by email

Credit Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

I agree that all Food and Beverage charges on my Port Credit Yacht Club account will be charged to the above credit card monthly. I also agree to inform Port Credit Yacht Club *immediately* of any changes to the above information; otherwise, your signing privileges will be suspended until further notice. **NOTE: Payment for Annual Membership Dues, Summer Mooring, Winter & Summer Storage charges can only be paid by Cheque, Direct Debit or Online at your bank or financial institution.** Alternatively, should I choose to settle my food and beverage account by Cheque, or online banking, this payment must be received by the last day of the month or payment will be processed on your credit card. Please Note: A \$25.00 charge will be incurred for any credit card decline, non-sufficient funds and returned cheques. Your signing privileges will also be suspended immediately.

**If this application is accepted, I agree to pay all Dues and Fees for services and accounts rendered by the Club within 30 days of invoice date. I understand that interest will be charged on overdue accounts. (18% annually)**

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Applicant (s) signature

Date Signed

### Gate Security Card and Chit System Registration

I hereby authorize that my Spouse receives a Gate Security FOB and also sign Club chits. I agree to be responsible for all charges made by my spouse unless I notify the Club in writing to the contrary.

All persons using the premises and facilities of the Port Credit Yacht Club do so at their own risk. The Club shall not be liable for any personal injury, death, loss of property damage or any costs whatsoever in any way resulting from such use, whether or not caused by the negligence of the Club, its employees, members or guests.

**Club membership does not necessarily include accommodation for a Yacht.**

## Membership Application (page 4)

The applicant acknowledges that the following matters have been explained by a representative of the Port Credit Yacht Club:

**Please initial**

- Membership Year/ January 1 to December 31
- Gate FOB Required
- Minimum monthly Food & Beverage requirement: \$90.00
- A new member welcome will be arranged.
- Meeting arranged by a representative from the PCYC Membership Committee (Senior Members only)

### **Application checklist to be completed by you, the Applicant:**

The application process has several easy steps.

- A completed application form
- A cheque for the Initiation Fee and Annual Membership Dues
- A letter of reference from the Proposer
- A letter of reference from your bank or financial institution (only if you do not have a Proposer & Seconder)
- Photocopy of Driver's License
- Boat owners, please complete & submit an Owners Agreement Form, Yacht Questionnaire, recent photo of boat and a copy of your insurance.
- PCYC Annual Membership Agreement

**Thank you for choosing to become a member of the Port Credit Yacht Club.**

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#### **PORT CREDIT YACHT CLUB**

115 Lakefront Promenade  
Mississauga, ON, Canada  
L5E 3G6

CONTACT: 905-278-5578  
905-278-7911 ext 224

Main Reception  
Membership Inquiries, Suzette Newton  
Email: [snewton@pcyc.net](mailto:snewton@pcyc.net)

FAX: 905-278-2519

WEBSITE: [www.pcyc.net](http://www.pcyc.net)

\_\_\_\_\_ Member Number

## **PCYC Annual Membership Agreement**

### **Introduction**

This Annual Membership Agreement consists of three parts, each of which plays an essential role in the successful functioning of Port Credit Yacht Club ("PCYC"):

1. **Agreement with the Waiver of Liability and Hold Harmless clause:** This part of the Agreement protects PCYC and its volunteers by waiving them from liability and indemnifying and holding them harmless from claims or actions brought or caused by me, people claiming under me, and certain third parties. This is standard language used to protect a business by requiring its customers to hold the business harmless in the conducting of that business and incidental activities.
2. **Agreement to Provide Proof of Insurance:** This part of the Agreement protects each individual member by requiring them to carry adequate insurance should anything happen for which they are liable. This helps make members accountable to each other and PCYC.
3. **Agreement to Abide by the Bylaws, Regulations, and Policies:** This part of the Agreement requires all members and their guests to abide by our bylaws, regulations, and policies of the Club. These are the guiding principles on how the club functions and how the membership engages with one another.

Each PCYC Member, is required to fill out this Annual Membership Agreement each year. In the case of a Joint Membership, both members will receive a separate agreement to fill out. This will be kept in your member file and a copy will be emailed to you for your records. Junior Members will receive a separate Annual Membership Agreement that must be filled out by their parent(s) or legal guardian(s) each year.

By signing the document, I, \_\_\_\_\_, agree to the following regarding my membership, at Port Credit Yacht Club:

### **1. Agreement with the Waiver of Liability and Hold Harmless Clause**

By signing this agreement, I waive certain legal rights, including the right to sue for damages. Please read carefully.

1.1 I am aware that participation in the activities of the Port Credit Yacht Club ("the Club"), and the use of the Club's premises and facilities including, but not limited to, the clubhouse, adjacent decks and staircases, parking areas, boats, boat storage areas, docks, boat launching facilities, equipment, cranes, workshop and mooring field ("the Facilities"), may involve certain risks, dangers, and hazards to me, including property damage, bodily injury or death ("Loss").

\_\_\_\_\_ (initials) I accept the above section.

1.2 I am aware that Loss may arise from a variety of causes, including, but not limited to, boating, boarding, and disembarking from boats, walking on, or falling from docks, decks, patios and stairs, failure, or misuse of equipment, engaging in volunteer activities, participating in any physical or sporting activities on the premises, or any other activity on PCYC's premises or organized off-site by PCYC.

\_\_\_\_\_ (initials) I accept the above section.

1.3 I am aware that Loss may be caused or contributed to by negligence of the Club or its staff, its members, other users of watercraft, trespassers, or persons participating the activities and using the Facilities of the Club, and myself. I understand that negligence may take a wide variety of forms, including failure to inspect, maintain or repair, failure to observe a hazard or take reasonable steps to eliminate it, failure to warn, failure to instruct or supervise, failure to follow proper procedures, failure to follow or enforce rules, or negligent entrustment. I freely accept and fully assume all such risks, dangers, and hazards, and any Loss resulting therefrom.

\_\_\_\_\_ (initials) I accept the above section.

1.4 IN CONSIDERATION of the Club allowing me to participate in its activities and providing me with access to its Facilities, I HEREBY AGREE on my own behalf and on behalf of my heirs, executors, administrators, successors, assigns, insurers or any person claiming through me ("the Releasers"), TO RELEASE AND FOREVER DISCHARGE the Club, its directors, officers, members, employees, agents, representatives, insurers and volunteers or their executors or assigns ("the Releasees") from ANY AND ALL actions, causes of actions, claims, damages, liabilities, demands, suits, judgments, penalties, or other sanctions ("Claims") for Loss that the Releasers have or may in the future have against the Releasees as a result of or in connection with my participation in the activities or my use of or presence upon the Facilities of the Club due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.

I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the Releasees for any Claims for such Loss as suffered by me as further set out in paragraph 1.1 above, brought against them by any other party, except where such claims, losses, damages, costs, expenses and other liabilities are directly caused by PCYC, its directors, officers, employees, contractors or

agents as a result of the gross negligence or wilful misconduct of PCYC, its directors, officers, agents, contractors or employees.

In any event, the Releasors shall not be liable for incidental, indirect or consequential damages.

\_\_\_\_\_(initials) I accept the above section.

1.5 Although I have accepted each paragraph above separately, I understand that they are to be read collectively as one single agreement. Notwithstanding the foregoing, if a court of competent jurisdiction declares any of the provisions in this agreement to be contrary to law, I agree that the rest of the provisions shall continue to apply. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement shall be governed by, and construed in accordance with the laws of the province of Ontario, without giving effect to any choice or conflict of law provision or rule. The courts of the Province of Ontario in the City of Brampton shall have jurisdiction to entertain any claim arising under this Agreement. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE, INCLUDING THE RIGHT TO RECOVER DAMAGES IN A COURT ACTION AGAINST THE RELEASEES.

\_\_\_\_\_(initials) I have read the above Waiver of Liability and Hold Harmless clause and accept its terms.

## **2. Agreement to Provide Proof of Insurance**

If you are a senior member with a boat at Port Credit Yacht Club, you are required to provide a copy of insurance for the upcoming boating season, and that this insurance carries a minimum of \$2,000,000.00 liability clause. This copy of your insurance must be provided on or before January 1<sup>st</sup> (you may have already provided it for haul out; this is sufficient). If the expiry date of your insurance takes place during this year, you are required to provide an updated copy of insurance with the new expiry date. This must be provided prior to the expiry date of the original policy. Failure to do so may result in a temporary suspension of membership and being referred to the Board of Directors for further action.

I am a member with a boat

I am a member without a boat

\_\_\_\_\_(initials) As a member with a boat, I agree with the requirement for this insurance and will provide a copy by the required date. Further, I agree to provide an updated copy of insurance prior to the expiry date of my original policy.

OR

\_\_\_\_\_(initials) As a member without a boat, I do not need to provide proof of insurance.

### **3. Agreement to Abide by PCYC Bylaws, Regulations, and Policies**

PCYC bylaws, regulations and policies are available online. Log into the PCYC website as a member and go to the "Governance" tab (<https://pcyc.net/index.cfm?ID=1302>).

As a member of PCYC, you are required to read these bylaws, regulations, and policies, and you agree to abide by them, and conduct yourself accordingly as a member of PCYC. You also agree that these govern your guests (including family, invitees, agents, and contractors), and you will be held accountable for any breaches by them.

\_\_\_\_\_(initials) I have read PCYC's bylaws, regulations, and policies, and I agree to abide by them, and conduct myself accordingly as a member of PCYC.

I AGREE THAT I HAVE HAD A SUFFICIENT OPPORTUNITY TO REVIEW THIS AGREEMENT, HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THE CONTENTS OF THIS AGREEMENT, AND AM SIGNING THIS AGREEMENT VOLUNTARILY.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_