

RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP

Boat Clubs Direct Inc.

dba: Carefree Boat Club

3282 Ogdens Beach Rd. Midland, ON L4R4K6

705-984-3625

The Rights and Responsibilities herein apply to Members of the Carefree Boat Club (CLUB)



TERMS/CONDITIONS RIGHTS/RESPONSIBILITIES OF MEMBERSHIP (Boat Clubs Direct Inc. o/a) Carefree Boat Club Georgian Bay

BUSINESS LOCATION
3282 Ogdens Beach Road, Midland ON, L4R 4K6
BUSINESS MAILING ADDRESS
114-05 Cedar Pointe Dr., Barrie ON L4N 9R3
memberservicesgb@carefreeboatclub.ca

The Rights and Responsibilities herein apply to Members of the Carefree Boat Club Georgian Bay (CLUB)

- 1) **AGE LIMIT:** Member(s) must be at least 25 years of age to operate CLUB vessels.

Fees & Dues:

- 2) **ACCOUNT:** No Member will be allowed to use CLUB vessels unless the Member's account is current and member must be in compliance with all Terms Rights and Responsibilities of membership. This could include unpaid fuel bills, incurred service charges, repair invoices, finance payments, dues, etc. If account becomes past due, CLUB may cancel reservations and boat usage until charges are paid in full. A \$50 late fee will be charged if more than 30 days late. Accounts past due more than 90 days are subject to Termination.
- 3) **CREDIT CARD AUTHORIZATION:** Members are required to have a current credit card on file, and gives CBC authorization to debit credit card for fuel billings, damage/repairs deemed the responsibility of member, service fees, dues and supplemental insurance payments if applicable.
- 4) **RIGHTS OF OWNERSHIP:** Member's rights are for the prepaid use of CLUB watercraft(s) only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the watercraft(s) or in CLUB, its stock, or assets.
- 5) **NON-REFUNDABLE:** ALL SUMS PAID TO CLUB BY THE MEMBER PURSUANT TO THIS AGREEMENT, WHETHER BY WAY OF DEPOSITS, MEMBERSHIP FEES, INSTALLMENT PAYMENTS, DUES, OR OTHERWISE, ARE NON-REFUNDABLE AND SHALL NOT BE SUBJECT TO CLAIM FOR REFUND FOR ANY CAUSE WHATSOEVER.
- 6) **ASSIGNMENT OF PROCEEDS:** CLUB may assign its right to receive any deferred payment obligations or dues or any other sums which may be due or become due to CLUB pursuant to this Agreement. Upon written notice to Member of any such Agreement, all sums thereby assigned shall be payable directly to the assignee and at the address designated.

Boating Safety & Training:

- 7) **SAFETY COURSE:** Member(s) must pass a Transport Canada and National Association of State Boating Law Administrators (NASBLA) approved Ontario Boating Safety Course and successfully pass the "on the water" (OTW) Boat Handling training before using CLUB vessels. Two "on the water" training sessions are typically conducted which includes vessels 17' to 25'. After a few outings and/or at the sole discretion of the CLUB designated Dock Master, the member(s) will attend another "on the water" training session, including cruising vessels 26' to 30' and must be cruiser level status. All training must be completed before Extended Hour Use privileges are permitted.
- 8) **CHECK IN/OUT:** Before and after boating, Member(s), with assistance of the dock staff, must complete the "Check Out/Check In process" which involves a visual inspection/inventory of the boat hull, propeller, canvas, upholstery, and the on board safety equipment etc.
- 9) **WEATHER:** Member is responsible to plan for inclement weather and monitor forecast throughout the boating time period. Member is further responsible to make decisions to seek shelter, come back early or delay boat trip if weather forecasted poses any danger to member, guest, or vessel, and notify CLUB of your position and situation. It will be the member's responsibility to return the vessel to home port after situation remedy. CLUB reserves the right to recall, limit, or shut down boating if weather poses any possible dangers or official marine warnings are in effect.
- 10) **CELL/VHF RESPONSIBILITY:** It is required the Member brings a CELL PHONE for primary communication and keeps it ON and available at all times while using any CLUB vessels. For your safety, a VHF radio may be provided on each vessel (CH16/Emergency Only) as back up.

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- 11) **CANCELLATION:** In an effort to maintain the safety of the members and the vessels, CLUB reserves the right to restrict/cancel boating at any time due to weather and/or other conditions/reasons. If weather is inclement, or if small craft advisories have been posted, we encourage you call before arrival to inquire about the status of boating.
- 12) **TOWING:** The CLUB will provide limited Towing services for CLUB vessels during CLUB's normal operation hours due to mechanical breakdowns. Member must have pre-paid the CLUB's 3rd party Towing Coverage with their membership. No third party towing services are covered by the CLUB's insurance policy. Towing and on-the-water repair charges and expenses due to Member's negligence, AND all towing charges incurred after CLUB's normal operating hours regardless of circumstance, will be the responsibility of the Member.
- 13) **RENDERING ASSISTANCE:** Member(s) may not use CLUB boats to tow another boat unless absolutely necessary to render assistance to a boater where safety is a concern.
- 14) **LAW ENFORCEMENT:** Any law enforcement violation by a Member involving a CLUB watercraft, including coast guard violations, and including but not limited to BUI (Boating Under the Influence which includes Cannabis), impaired or reckless driving, wake zone speed violations, boating license violations and small vessel regulations etc., may result in suspension or termination of membership. Member is responsible to adhere to law enforcement local and federal; any and all fines imposed are the sole responsibility of Member.

Boat Availability & Reservations:

- 15) **AVAILABILITY:** Member's selection of dates and watercraft will at all times be subject to availability and must be reserved using ResNet (Carefree Boat Club Reservations System) by Member in accordance with Club Rules and Regulations. CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member. CLUB will not exceed an overall availability ratio of ten active memberships per vessel.(active members are defined as members whom have used watercraft in the past 28 days. Member and co-member(s) or anyone sharing a membership number as a group is considered to be one member for the purposes of determining membership limit).
- 16) **RESNET:** Member agrees to maintain current subscription to ResNet online reservation system with Carefree Boat Club Network LLC. (CBCN). Reservations within the Carefree Boat Club network will be made using the ResNet online reservation system. If ResNet systems are not available or member is unable to access system, Members may call in to local members line between the hours of 9:00am and 2:00pm to make reservations. The Members line contact info can be found within the new Membership Package.
- 17) **CLUB HOURS:** CLUB is closed one day per week. Normal boat usage hours: Weekdays 9:00am - 6:00pm, Sat-Sun 9:00am - 6:00pm. See rule #23 for extended hours.
- 18) **MEMBERSHIP BOAT USAGE PRIVILEGES:** In order to make a reservation, the Member's account with CLUB must be current, and Member must be in compliance with all Terms and Rights and Responsibilities of Membership. Unless otherwise noted, Members shall have unlimited yearly reservations. However, **CLUB Members may not have more than four (4) reservations with boats booked at any given time, and only two (2) may be on a weekend or holiday depending on level of membership.** For reservation purposes, reservations may be scheduled up to six (6) months in advance. Failure to use Membership privileges shall not relieve Members of any liability for payments of any and all money due.
- 19) **"SPUR OF THE MOMENT" PRIVILEGES:** Member shall have unlimited use of CLUB watercraft on an as-available, same-day usage basis, except on days when the CLUB is closed (see Rule #22). The Member may call the Members line on the morning of desired use to check on availability.
- 20) **DESIGNATION OF CLUB LOCATIONS:** The CLUB will be the sole designator of CLUB locations and the specific locations of CLUB's watercraft(s). CLUB retains the right to move/add/subtract watercraft(s) and/or CLUB locations. If the CLUB is denied access to docking or storage or other privileges become unavailable for any reason at any specific watercraft location, The CLUB's only obligation is to provide an alternate facility as close as practical under the circumstances.
- 21) **TYPE OF WATERCRAFT:** The CLUB intends to provide a variety of vessel types. Boat Club vessels range from 17 feet to 30 feet in length. CLUB makes no representation of specific types of watercraft so long as each watercraft is seaworthy. Each vessel is equipped with all the Coast Guard requirements including life vests. The supplied life vests are not intended to be used for recreational swimming.

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- 22) **LOCATION CLOSURE:** During periods of light boating, the CLUB may choose to keep designated clubs closed or working shorter hours of operation. If, on a particular day, no boats are scheduled from a Club, the dock-staff is often assigned to other off-site work. Therefore, if you wish to take a boat on a "spur of the moment" basis, please call the Members line in advance to see if the Club is open that day and if any boats are available.
- 23) **EXTENDED HOURS USAGE:** No CLUB boat may be underway after sundown or before sunrise. All CLUB boats must be safely secured to a fixed dock between sunset and sunrise. Extended Hours Usage is an occasional privilege extended to Members that have successfully passed all provided training, have an account in good standing, and proven himself/herself as a safe & conscientious boater. Such privileges are subject to availability and after approval, Must be reserved through the reservation system. Member must have a credit/debit card on file with the CLUB before Extended Hours Use will be permitted. Member will be billed for any and all charges for damage/loss occurring to the boat (up to the deductible limit outlined in #44). In addition to the Check Out/In process, Extended Hours Usage is granted at the sole discretion of the CLUB. Member will be required to sign any applicable forms.
- 24) **LOCATION:** Members must return watercraft to the same location where Member was checked out by end time of reservation unless otherwise specified by the Dockmaster.
- 25) **PARTNER NETWORK USAGE:** Members have access to boats at other CBCN locations as a privilege of their subscription to ResNet. The CLUB makes no guarantee and establishes no specific privileges to boat usage at other CBCN locations in membership contract. Regarding visiting Network locations, CLUB makes no specific representation of type or condition of boats and will be held harmless of any incidents occurring at visited locations. Requests for reciprocal reservations must be made through ResNet. Network locations may have different and/or additional rules and regulations which Members are required to abide by when using reciprocity. Members are required to familiarize themselves with waterways at CBCN locations prior to using reciprocity. Refueling procedures and marina rules may also differ from Members' home location. Reciprocal reservations are limited to three (3) half-day reservations per year, per location.
- 26) **HOLIDAYS:** Club will be Closed: Easter Sunday, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, and New Years Day.

Member Responsibilities & Codes of Conduct:

- 27) **COMPLIANCE WITH LAWS AND ORDINANCES:** Member shall comply with all applicable governmental laws, ordinances, orders and regulations now in force or which may hereafter be in force insofar as they pertain to the use and utilization of watercraft. Member shall also comply with all requirements of any insurance companies providing insurance for the CLUB and the Rights, Responsibilities, and/or Laws of any marina or other docking facility in which CLUB watercraft(s) are located. Member is solely responsible to contact the Canadian Coast Guard, and Local officials as required if an accident or incident occurs that results in injury property damage loss and or death. Alcohol, Narcotics and Cannabis are NOT permitted onboard any vessels.
- 28) **MEMBER CONDUCT:** Member is expected at all times when at CLUB locations, while using a CLUB watercraft, and/or speaking with CLUB employees, marina staff or members either directly or on the phone to display acceptable, proper, and courteous speech/behavior/conduct. At the sole discretion of CLUB, failure to follow this conduct rule may result in Member being suspended or having Member's membership terminated.
- 29) **LATE PICKUP:** If Member(s) is late and may arrive later than one hour from the scheduled time to pick up a boat, the Member Must call the Members line at location of pick up, or the dock, to notify the CLUB of such lateness. If a Member is more than one hour late, the boat reservation may be assigned to another Member or cancelled.
- 30) **REFUELING BOATS:** At the Georgian Bay location, the CLUB refuels the boats after each usage and charges the Members credit card on file. At other CLUBS Member MAY be responsible to ensure boats are completely refueled after use at REQUIRED Club locations. If boat is not completely topped off CLUBS reserve the right to debit members credit card on file for fuel used. If there is a major discrepancy in fuel pumped, the CLUB will use average consumption rate (GPH) times engine hours to determine if fuel pumped is legitimate. Note: Boats consumption rate's are an average; some usage may have lower GPH use or higher GHP use depending on boat conditions, RPM's, speed, water, temp, weight, etc. Only designated fuel docks can be used for fueling club boats.

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- 31) **EXCESSIVE CANCELLATIONS:** Members are encouraged to reserve boats only on dates and times that they actually plan to utilize boats. If Member has an excessive number of cancellations Member's reservation privileges may be reduced or suspended.
- 32) **TARDINESS:** It is the Member's responsibility to return to the dock in time to get refueled at their CLUB location before their scheduled return time. Starting from the due return time, a fee of \$50.00 per every half hour of tardiness will be charged to the Member. Unforeseen circumstances such as a mechanical failure or inclement weather will be taken in consideration providing the situation is communicated to the Dock Master.
- 33) **FISHING:** To keep non-fishing boats free of fishy odors and upholstery from being damaged by fishing equipment, Members may only fish from a designated fishing boat. If you are unsure about a boat's designation, ask the CLUB Dock Master. It is the member's responsibility to know the difference between fresh water territories as outlined by the Ministry of Natural Resources and abide by those rules. For species fishing, a special permit may be required. It is the member's responsibility to acquire special fishing permits and abide by stated rules. An Ontario fishing license is required, and it is the member's sole responsibility to ensure all fishing licensing, and rules and regulations set forth by the Ministry of Natural Resources are adhered to.
- 34) **CLEANING:** If Member returns a CLUB watercraft in an excessively dirty condition, Member may be charged \$50.00 for cleaning. Fishing boats must have the deck cleaned of fish mess, and fish boxes and bait wells emptied & rinsed clean prior to returning to the dock. All items such as personal items, garbage, fish or bait waste must be removed by the Member upon return of the vessel. **CLUB is using the blue Sani-bag sanitary system, and will charge \$50 to remove any utilized bags if left on board, and will charge \$100 if heads are used WITHOUT the provided Sani-bags.** We ask members to treat the vessels as if they were their own.
- 35) **PETS:** NO PETS of any kind are permitted on cabin vessels. Smaller non-shedding pets are permitted (upon approval) on designated vessels. Member is responsible for the safety of pets brought aboard and for any damage or loss or cleaning fees that may result from the pet(s) being aboard. CLUB will be held harmless in any instance involving a pet. Members must request to bring any pets on-board via ResNet.
- 36) **DEFAULT:** Any of the following shall constitute events of default with respect to this Agreement:
- (a) any failure by the Member to pay when due the full amount of any deferred payment under obligation, monthly or annual installment payment, service fees, repair costs, or other charge hereunder;
 - (b) the making by Member of any misrepresentation of fact, including misrepresentation by failure to disclose any material fact in any credit application or financial statement which may be given by Member to the CLUB in order to induce an extension of credit by the CLUB;
 - (c) any breach of any covenant or obligation on the part of the Member pursuant to this Agreement;
 - (d) the failure of Member to abide by and adhere to the Rights and Responsibilities of Membership or of the marina where CLUB watercraft(s) are docked, as now in effect or as hereafter published or amended or;
 - (e) the failure or inability of the Member, as demonstrated to CLUB in its sole judgment reasonably exercised, to operate the watercraft
 - 1) in a safe, alert, and cautious manner,
 - 2) exercising due caution to protect boat and engine from damage or if problems occur, from compounding the damage, and
 - 3) within any operational requirements or limitations published by CLUB with regard thereto, or Member's use of CLUB's watercraft in any manner posing a nuisance upon the seas or a substantial risk of personal injury and/or property damage. No waiver or indulgence by CLUB with respect to any given default shall constitute a waiver of CLUB rights with respect to any subsequent default or breach.
 - (f) No member may use a CLUB boat for any commercial purpose. It is deemed a commercial purpose if the member is compensated in any way by a boat passenger, including, but not limited to a fee for boat use or reimbursement for any expense incurred for the use of the CLUB boat. Commercial purpose also includes the use of a CLUB boat for any sort of income or profit.

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- 37) **REMEDIES ON DEFAULT:** The Member's privileges may be suspended at CLUB's sole and absolute discretion at any time without prior notice to Member pending CLUB's investigation and resolution of any alleged incident, violation of a Rule or Regulation or default. In addition, the Member may, at CLUB's sole and absolute discretion, be required to attend a meeting to discuss any alleged incident or violation where a warning requiring certain actions, prior to future boat usage, may result. Upon the occurrence of any event of the default and Member's failure to cure such default fully within fifteen (15) days, CLUB may at its option (a) in case of any or all monetary default, terminate the Member Agreement (Including all Member rights and privileges under these Additional Terms, Rules and Regulations or under any other Agreement between the Parties hereto) and declare any and all of any portion of the Membership Initiation Fee which shall have been financed, and any finance charges accruing thereon to the date of default, and all Membership Fees, insurance deductibles, and other charges that have been accrued, to be immediately due and payable; (b) in the case of non-monetary default, terminate the Member Agreement (including these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto) and all membership rights of Member thereunder; in which case CLUB shall be entitled to retain as liquidated damages and not as a penalty, all sums theretofore paid to CLUB by Member pursuant to the Member Agreement, these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto; it being recognized by Member that it may be impractical to determine actual damages resulting from Member's default, and determine fair compensation to CLUB; (c) CLUB shall have all legal and equitable remedies available in the event of any default, hold harmless, or indemnify, and shall take any such judicial action needed at the sole discretion of CLUB. In the event of any legal proceedings brought by any party to construe or enforce the provisions of the Member Agreement or these Additional Terms, Rules and Regulations, the prevailing party shall be entitled to reasonable attorney's fees and costs. The venue of any and all such legal proceedings shall be exclusively in the Province of Ontario irrespective of the residence elsewhere of any other party.
- 38) **SAFE BOATING:** The CLUB reserves the right to prohibit a Member from operating a boat if, at the sole discretion of an agent of CLUB, the Member appears to be in such condition as to not be able to operate the boat in a safe and prudent manner. At the sole discretion of the CLUB, if abuse of alcohol and/or drugs has taken place while the Member is in possession of CLUB vessels, punitive actions, including but not limited to those listed below, may be incurred by the Member:
- a) The Member may be suspended or the Membership terminated.
 - b) The Member may be subject to criminal charges and/or fines.
 - c) In addition to a) and/or b), the Member may be required to attend a meeting to discuss the incident, a warning requiring certain actions, prior to future boat usage, may result.
- 39) **CLUB'S RIGHT TO TERMINATE MEMBERSHIP:** At all times, the CLUB, at its sole discretion, reserves the right to suspend or terminate a Member's membership if it is determined in the CLUB's sole discretion that a member has committed a serious, and/or continuous, violation(s) of the Rights and Responsibilities herein, and/or if Member's account is not kept current.

Cancellation

- 40) **TRANSFERABILITY OF MEMBERSHIP:** Transfer or sale of membership to another party must be approved by the CLUB.
- 41) **CANCELLATION OF MEMBERSHIP:** If Member(s) agreement does NOT expire within 6 months, Member can terminate their membership agreement by paying an early termination fee. The early termination fee is thirty percent (30%) of the balance remaining due on the agreement obligation. A minimum of 60 days notification is required for early termination of an agreement or stated otherwise. 1 year trial memberships must be paid in full.
- 42) **MEMBER RELOCATION:** A member relocating to an area with a CBCN location may transfer their membership if approved by receiving club. There is no guarantee of dues pricing, watercraft types, or procedures at receiving club. Transfer fees may apply. NOTE: contact CLUB membership director to initiate transfer process.

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Insurance & Liability Coverage: 2 Million Dollars.

- 43) **MEMBER'S RESPONSIBILITY FOR WATERCRAFT:** The Member shall be responsible for any loss or damage to CLUB watercraft and accessory equipment from the time that such watercraft and accessory equipment is furnished to the Member up to and including the time of its return to the CLUB. Member is responsible regardless of who was in actual physical custody and control at the time of the loss or damage. The Member is responsible for completing the Check Out/In process at the dock with the assistance of the Dock Master. Any damage that occurs while in Member's possession will be noted and charged. However, some items, particularly damage to the engine (i.e., caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the check-in time and departure. However, if damage is discovered after check-in, and at the sole discretion of CLUB, and CLUB deems the Member to be responsible, the Member will be billed for all damage/ costs incurred. At CLUB's sole discretion, Member may be denied boat usage until payment is received. If loss is covered under CLUB's insurance policy Member's liability may be limited to \$2500 for boats under 30 feet. Should damage or breakage occur while at a foreign port or while on the water, the Member is required to contact the CLUB and depending on the extent of the failure, the Member may be required to deliver the vessel to the nearest port and Member(s) will be responsible for their own transportation, food, shelter, etc. In addition, the CLUB may require the Member to attend a meeting to discuss the damage, and CLUB, at its sole discretion, may take any action deemed necessary, including suspension or termination of the Membership.
- 44) **PERSONAL INJURY AND DAMAGE TO PROPERTY:** Member recognizes that the operation of any watercraft is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the watercraft and regardless of the proper maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons and property on board the CLUB watercraft, including Member, Member's passengers and the public in general. For purposes of personal injury claims, a Member may be treated as an additional insured on CLUB's Hull & Machinery and Protection & Indemnity policy(ies), and may be afforded the same coverage and protection afforded to CLUB under such an insurance policy.
- 45) **WATERCRAFT MAINTENANCE:** The CLUB will provide all regular and appropriate maintenance of its watercraft(s) as is deemed necessary. The CLUB's response to repairs and maintenance is completed on a priority basis and is determined solely by the CLUB. The CLUB is not obligated to repair any watercraft determined to be damaged to an extent rendering repair either impractical or uneconomical.
- 46) **SMOKING is NOT permitted** on any vessels, vessel cabins or CLUB marina docks nor in any of the CLUB offices.

Liability Limitations:

- 47) **LIMITATIONS ON WARRANTIES AND LIABILITY:** THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE INCLUDED IN THIS AGREEMENT. IN PARTICULAR, WITHOUT IN ANY MANNER LIMITING THE FOREGOING, THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITIES, CAPACITY, OR OTHER ATTRIBUTES OF ANY OF THE WATERCRAFT(S) THE USE OF WHICH WILL OR MAY BE FURNISHED TO MEMBER PURSUANT TO THIS AGREEMENT AND ANY SUCH REPRESENTATIONS OR WARRANTIES WHICH MAY BE MADE OR UPON WHICH MEMBER MAY RELY ARE EXCLUSIVELY THOSE OF THE MANUFACTURERS OF SAID EQUIPMENT. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE AT ANY TIME FOR LOSS OR DAMAGE TO PERSONAL PROPERTY BROUGHT BY MEMBER, OR ANY OF MEMBER'S FAMILY, GUESTS, INVITEES, OR THIRD PARTY ABOARD CLUB WATERCRAFT USED BY MEMBER. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBER FOR ANY DEFECT, LATENT OR OTHERWISE, IN ANY WATERCRAFT OR ANY EQUIPMENT, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT, NOR SHALL THE CLUB BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY OR RESULTING FROM ANY DEFECT, ACT, OR OMISSION IN THE CONSTRUCTION, MAINTENANCE, OPERATION, OR USE OF ANY WATERCRAFT, OR ANY EQUIPMENT, FIXTURES, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT.

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- 48) **EXCUSE FROM PERFORMANCE FORCE MAJEURE:** The CLUB shall be excused from performance or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, act of terrorism, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control and without the fault or negligence of the CLUB.
- 49) **BINDING EFFECT: ENTIRE AGREEMENT: MODIFICATIONS:** If any provision of this Agreement shall be invalid, the remainder of the Agreement shall not be affected thereby. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by Ontario Law. This Agreement contains the entire understanding or writings, which are merged herein and extinguished. This Agreement may only be amended or modified by written instrument signed by the CLUB and all parties designated herein as Member, except that Rights and Responsibilities may be changed from time to time as set forth in Rule #52.
- 50) **MARINAS:** Member agrees to abide by all agreements between Club locations' landlords. Member will also abide by all Club marinas', Member visited marinas', and/or other CLUB locations', rules, and regulations.
- 51) **JURY TRIAL:** It is the intent of the parties that any dispute of any kind whatsoever between the parties to this agreement shall be settled and finally determined in arbitration in accordance with the Ontario Arbitration Act. HOWEVER, IN THE EVENT IT IS DETERMINED THAT A DISPUTE BETWEEN THE PARTIES IS TO BE DETERMINED IN A COURT OF LAW, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OR RELATING IN ANY WAY TO MEMBERSHIP IN CLUB.
- 52) **RIGHTS AND RESPONSIBILITIES:** Member agrees to abide by the Rights and Responsibilities promulgated and from time to time modified by the CLUB. Changes in Rights and Responsibilities shall become effective upon adoption by the CLUB. A copy of the revised Rights and Responsibilities will be provided to the Member as well as available at each CLUB location.
- 53) **MEMBER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND CBCN OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIMS, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COST AND EXPENSES OF LITIGATION) FOR INJURY OR LOSS OF ANY SORT INCLUDING BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS OF ANY KIND OR NATURE WHETHER KNOWN OR UNKNOWN, FORSEEN OR UNFORSEEN, PATENT OR LATENT ARISING FROM OR RELATING TO THE USE OR OPERATION OF A CLUB WATERCRAFT. THIS RELEASE AND INDEMNIFICATION OF CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL EXTEND TO ANY INJURY OCCASIONED WHOLLY OR IN PART BY AN ACT OR OMISSION OF CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.**

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