

## **BPRC Membership Rules**

Membership in the Berkeley Paddling & Rowing Club, a non-profit corporation ("Club"), shall be subject to the following terms, together with such additional membership rules as may from time to time be approved by the Club's Board of Directors ("Board").

**1. Membership.** Members are entitled to use the Club facilities upon Board's acceptance of the membership application, signed liability waiver, and payment of dues. New members must be accompanied by a current member until they have completed their mentoring sessions. Non-payment of dues will result in loss of privileges or expulsion from the Club. A membership may include a spouse or partner, and any dependent children, who are all living at the same address. Youth members, under the age of 18, must be accompanied at all times by a parent, guardian or coach, who must also be a fully-paid member. Youth members do not have additional guest privileges.

**2. Safety.** Keep safety in mind at all times. Members must be competent swimmers and boaters. Anyone who does not know how to swim, or is under the age of 13 must wear a life jacket when on the water. Members will exercise care and caution on the water, around the boathouse, and in and around the Aquatic Park environs.

**3. Sole risk.** Use of facilities and equipment at the Club and Aquatic Park, including transportation to and from the same, shall be at the member's sole risk. The Club, its Board, Officers, and members, shall have no liability whatsoever for any injury, damage, loss, cost or expense to members or their guests, resulting from such use.

**4. Damage and Loss.** Members are responsible for all facilities and equipment used by them and their guests, and will pay for any and all damage to, or loss of the same, caused thereby, whether through want of reasonable care or otherwise. If the equipment is insured, the member is responsible for the full payment of any deductible. Members agree to indemnify and hold harmless the Club, its Board, Officers, and general membership from all liability, loss, damage, cost, expense, claim, and demand, arising from the use by them or their guests, of facilities and equipment.

**5. Security.** Aquatic Park is an urban park with a variety of users. Boathouse security is important to prevent theft and vandalism. No open door is to be left unattended. Keys to the boathouse are to be kept in members' possession. Hiding keys around the boathouse or Aquatic Park, at any time or for any purpose, is prohibited. Lights are to be turned off when the boathouse is not in use. Failure to observe these security precautions will result in loss of privileges or expulsion. Any member who fails to lock the boathouse, gym, outside storage area, or bathroom facilities will be liable for any and all loss or damage done to boats, facilities or equipment by theft or vandalism.

**6. Guests.** Members shall have reasonable guest privileges and shall exercise them responsibly in all ways and so as not to annoy or disturb other members. No guest may use the facilities or equipment without the presence of the hosting member. Guests who visit more than 3 times are expected to join the Club. Keys are not distributed to and may not be used by guests. Members are personally responsible for their guests' use of the facilities and equipment and their adherence to all pertinent rules and regulations.

**7. Club Boats.** Except as otherwise approved by the Board, Club boats and equipment may be used only by members or their guests, and only at Aquatic Park. Before any use, members must demonstrate competence in the craft to the satisfaction of the Board or Mentor (if assigned). The Quad and all Club Doubles are available for use by all qualified members. The Bow person for these boats must be pre-approved by the Board or Boat Team. Flatwater racing and other fragile boats are not available for guest use.

**8. Taking Boats Offsite.** As a benefit to our members, some of our Club Boats are available for use offsite, such as for a race or a weekend getaway. All requests must be pre-approved by the Equipment Committee to confirm the boat is available, that the destination is appropriate for the boat and user, and that the boat can be transported safely. Note that boats may be reserved for a maximum of 48 hours. Additionally, although we do carry insurance on most boats, the member will be responsible for the full deductible (when applicable) if the boat is damaged or stolen.

**9. Private Boats.** Use of privately owned boats or equipment without owner consent is prohibited and may result in loss of privileges or expulsion from the Club.

**10. Boat Storage.** Members may apply for storage space for their boats or equipment, either in the boathouse or the outside storage racks, which will be assigned as space becomes available. Minimum use requirements must be met in order to renew this space each year. All private boats shall be labeled as such, including the name of the member. Members will comply with all directives by the Board as to the cost, manner and location of boat storage. The Board may limit the number of boats stored by each member, and may decline to allow storage of certain boats and equipment if deemed inappropriate.

**11. No Claims.** Members accept all risk of loss or damage to stored boats and equipment from fire, theft, vandalism, and all other causes of any nature whatsoever. Members shall have no claim against the Club, its Board, Officers and general membership with respect to any such loss or damage. Members are strongly encouraged to obtain their own supplemental insurance for any boats or equipment store at the Club.

**12. Boat Building and Repairs.** Members will provide such assistance in the repair and maintenance of Club facilities and property as may be reasonably required by the Board. Manufacture or repair of boats and equipment in the boathouse is not permitted without prior approval of the Board.

**13. Cleaning.** Members are expected to clean up after themselves and to leave Club facilities in an orderly state. Additionally, members are expected to participate in any Club cleanup or work days as needed. No clothing may be left overnight in the boat house or weight room. Clothing left in the locker rooms which is not reasonably clean or is left for an extended amount of time may be tagged and eventually discarded by the Club.

**14. Coordination with the City.** It is important to maintain good relations with the City of Berkeley and other lease holders at Aquatic Park (eg: Waterski Club, BORP, Waterside Workshop, Disk Golf Club). Therefore, except in emergency situations, all formal communications with the City or other lease holders will be conducted by the Board, or liaison members appointed by the Board.

**15. General Conduct.** Members are expected to comply with these rules, the City's regulations, and all agreements entered into by the Club and any other entity respecting the use of Aquatic Park. Members will, at all times, conduct themselves so as not to discredit the Club or to disturb other members in their use and enjoyment of the Club and the Park. Any member who violates these rules or persistently disturbs other members may be disciplined or expelled by the Board. The decision of the Board to discipline or expel a member shall be within its sole discretion and shall be final and conclusive with respect to the member.

**16. Membership and Termination.** Membership confers no right or entitlement upon a member except as specifically set forth above. Membership is not transferable. Upon resignation, expulsion or nonpayment of dues, membership will immediately terminate and any rights or entitlement shall be extinguished. Former members must immediately return all keys. Within 10 days of termination of membership the former members shall collect any personal boats or equipment left in the boathouse or other facilities.

**17. Abandoned Boats and Equipment.** Boats and equipment stored at or in the boathouse which are unidentified or which remain more than 10 days after termination of membership, shall be considered abandoned. The Board may dispose of such boats and equipment under the provisions of California Civil Code, Sections 1980-1991, upon notice to the member or to the general membership if the identity of the owner is unknown. The Board may, in addition, and at its discretion, treat such abandoned boats and equipment as Club property permit use thereof by all members.