

Rules And Regulations Governing the Alum Creek Sailing Facility

For the 2009 Sailing Season

Note: Beach area, beach moorings, and beach facility are the same as the daysailer/catamaran facility.

1. Dock Committee and Rules
 - 1.1. The Dock Committee shall be responsible for the development and enforcement of all rules and regulations.
 - 1.2. The Dock Committee shall consist of the voting members of the Executive Committee of ACSA.
 - 1.3. Any changes to these Rules and Regulations shall be presented by the Dock Committee to the general membership of ACSA.
 - 1.4. Current Rules and Regulations shall be mailed out with invoices for the current year; sent out by email and handed out at monthly meetings. In addition, they shall be posted on the ACSA website (alumcreeksailing.com.)
 - 1.5. The Dock Committee will entertain suggested changes to the rules submitted in writing prior to Sept. 1 each year.
 - 1.6. The contract between the State of Ohio and ACSA states that the laws, rules, regulations, stipulations and policies of the State of Ohio, the Ohio Department of Natural Resources and the United States Army Corp of Engineers apply and are enforceable to all lease holders and ACSA whether contained herein or not.

2. Duration of Lease
 - 2.1. The lease period shall be from April 1st through October 31st of the calendar year. All sailboats must be removed by October 31.
 - 2.2. No sailboats shall occupy a dock outside of the lease period without prior written permission of the Rear Commodore pending State approval. Currently, sailboats may remain in their assigned docks after October 31. However, any dock holder choosing to do so must sign a waiver stating that ODNR, the Army Corps of Engineers and the ACSA are not responsible for any damage to the sailboat. Further, that said dock holder will be held liable for any damage to the docks caused by his/her sailboat freezing in.
 - 2.3. A leased sailboat may be kept at a dock under the following conditions:
 - 2.3.1. there is a current Ohio registration for the sailboat.
 - 2.3.2. There is proof of insurance
 - 2.3.3. There is a legal lease agreement which includes both parties' names, Ohio vessel number, terms of the lease and is notarized.
 - 2.3.4. The dock holder will be the primary user of the sailboat.

3. Lease Renewals
 - 3.1. Leaseholders have the right to renew their lease on a yearly basis through the duration of ACSA's contract with the State of Ohio.
 - 3.2. The lease renewal period shall be from January 15th to March 1st.
 - 3.3. A new lease agreement **MUST** be signed by the leaseholder each year and must be returned with the renewal fee by the end of the renewal period. Failure to do is grounds for immediate termination of the lease.
 - 3.4. The leaseholder must also include a copy of the original title, current registration and proof of insurance for any vessel being docked at the facility before the annual Pick Day, which is the 3rd Saturday of March each calendar year.

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- 3.5. If all of the above paperwork is not submitted in the time allowed in 3.3 and 3.4 of this section the lease application will not be approved and a dock will not be issued. The Dock Committee may extend the deadline for paperwork under extenuating circumstances as presented by the leaseholder in writing. In addition, all non-compliant leaseholders will be placed on a list that will be forwarded to the State.
4. Fees, Deposits and Other Charges
- 4.1. All fees, deposits and other charges shall be set by ACSA with approval of the State of Ohio.
- 4.2. All deposits shall be returned to the leaseholder upon termination of the lease and/or renewal rights, minus any amounts due ACSA and the ACSA facilities.
- 4.3. A signed Termination Form must be submitted before any refund of monies.
- 4.4. Any fees collected on dock or beach moorings, with the exception of donations, shall be directed through the Facility account. These monies shall be reported to ODNR in the monthly report to the agency.
5. Lease and Renewal Termination
- 5.1. Renewal rights shall be terminated by failure to renew by March 1st.
- 5.2. The leaseholder may terminate their lease at any time by conveying a lease termination form to the Dock Committee 30 days prior to the requested termination date. The dock deposit will be returned minus any amount due. Leases that are terminated by the dock holder shall receive a rebate of the lease fees on a prorated basis based on any day of the month constituting a full month of use.
- 5.3. ACSA shall have the right to terminate any lease as defined below:
- 5.3.1. WITH CAUSE- The leaseholder's contract can be cancelled due to their actions after an investigation by the Dock Committee of a specific complaint.
- 5.3.2. Leases may be terminated without refund due to acts of God or other situations outside the control of ACSA or the dock holder.
- 5.4. Warnings may be issued for violations. Serious infractions will result in the immediate termination of the lease without a warning being issued. All warnings and evictions shall be issued through a majority vote of the Dock Committee. Written notice of the termination shall be mailed to the leaseholder at the address appearing on the lease and shall be deemed received by the leaseholder ten (10) days after mailing of the termination notice. Leases terminated by the dock committee shall receive a rebate of lease fees prorated based on any day of the month used constituting a full month of use.
- 5.5. The leaseholder may appeal an eviction. The sailboat must be removed from the facility within twenty (20) days of the issuing of the eviction notice or within five (5) days of an unsuccessful appeal. If the sailboat is not removed, it will be removed at the owner's expense.
- 5.6. The eviction appeals process is as follows:
- 5.6.1. An appeal must be submitted in writing to the dock committee within ten (10) days of the issuance of eviction. Such appeal can be emailed to the dock committee, but a copy must also be mailed to the dock committee at: ACSA Dock Committee, P.O. Box 76, Lewis Center, Ohio 43035

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- 5.6.2. The leaseholder must appear before the dock committee to have their case reviewed. The hearing will be scheduled within 30 days of receipt of the appeal.
- 5.7. If the eviction is reversed, the dock holder may continue using the slip. If the eviction is upheld, no refund will be issued and arrangements must be made for the sailboat to be removed from the facility within five (5) days of the hearing. The dock will be leased to the next qualified individual based on the description in 8.8 below.
6. Alterations
 - 6.1. Maintenance, repair and/or modifications of docks, facilities and/or associated equipment shall be made only by ACSA at the direction of the Dock Committee.
 - 6.2. No additions, alterations or modifications to the docks, facilities and/or associated equipment shall be made by the leaseholder without written permission of the Dock Committee.
7. Keys
 - 7.1. Restrooms and access keys/combinations will be issued to all leaseholders by the Rear Commodore.
 - 7.2. A deposit is required for keys issued.
 - 7.3. Deposits will be refunded upon return of the key in good working order.
 - 7.4. All access keys and security equipment shall remain the property of ACSA.
8. Docks
 - 8.1. No part or attachment of any sailboat shall protrude over the dock, walkways or fingers.
 - 8.2. No gear, carts, or trash shall be left on the dock, walkways, or fingers.
 - 8.3. All carts shall be returned to the shore storage area when not in use.
 - 8.4. Dock boxes are NOT allowed.
 - 8.5. Every sailboat shall be fastened properly and securely and in such a manner as to avoid fouling or collision with any adjacent watercraft.
 - 8.6. Dock lines are subject to the approval of the Rear Commodore and questionable dock lines MUST be replaced within 24 hours of notification. Dock lines not replaced within this time period WILL be replaced at the dock holder's expense.
 - 8.7. Docks shall be assigned in accordance with the sequence number assigned to the Lease Request in accordance with the dock waiting list. The Dock Committee reserves the right to designate the place in which the lease holder's sailboat shall be moored and shall have the right to move the sailboat's location for any good reason.
 - 8.8. If a dock is re-assigned during the lease year, the dock holder shall hold that dock for the balance of the year. The dock holder shall be afforded dock space the following year without a guarantee of retaining that particular dock space.
 - 8.9. Prior to the start of the dock season, all vacant docks and vacated docks from the previous year shall be made available to all dock holders for the purpose of transfer assigned at an open meeting on the 3rd Saturday of March. Preferences for transfers shall be will be based on the following priority:
 - 8.9.1. PDL holders

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- 8.9.2. Capital Note holders
- 8.9.3. Dock holders that are ACSA members
- 8.9.4. Non-ACSA Dock holders
- 8.9.5. Applicants from the dock holder list, based on items 1-4 above
- 8.10. Those PDLs already sold by August 9, 2006, shall go with the dock assigned at the time of purchase or request. If a person wishes to secure a second dock, they may not transfer PDLs assigned to any other dock to the second or subsequent dock(s).
- 8.11. The general guidelines for the Purchase or resale of PDLs shall be as follows:
 - 8.11.1. The ACSA reserves the 'right of first refusal' on all license sales. If the PDL holder wishes to sell the license, ACSA may purchase the license for the agreed upon sale price to a third party. If a third party is not available, ACSA may purchase the PDL for an amount in accordance with the table on the PDL. ACSA may or not exercise this option.
 - 8.11.2. The maximum number of PDLs that can be owned per household will be two (2).
 - 8.11.3. All sales of PDLs from one holder to another must be coordinated through the ACSA Rear Commodore and approved by the ACSA Executive Committee.
 - 8.11.4. The purchase of a single PDL gives the owner the right to one (1) dock.
 - 8.11.5. The dock that will be assigned to the buyer of the PDL will be determined based upon whether or not the buyer already has a dock.
 - 8.11.5.1. if the buyer already has a dock,-the buyer may retain his/her current dock or may assume the seller's dock. In either case a dock must become vacant.
 - 8.11.5.2. if the buyer does not have a dock-the buyer will assume the dock that had been previously assigned to the seller.
- 8.12. In the event of a death, PDLs may be passed as part of the PDL owner's estate.
- 8.13. The Dock Committee reserves the right to reassign slip(s) and/or beach mooring(s) as the need arises and with good reason.
- 8.14. The lease holder agrees to inform the Rear Commodore if, for any reason, the lease holder's dock or beach mooring(s) will be vacant for any period of time. The Dock Committee reserves the right to rent said dock or beach mooring(s) as a transient space. Transient fees shall be shared with the dock holder. Under no circumstances shall the dock holder be allowed to profit from the transient renting of any dock or receive more than he or she paid for the dock for the period it is rented as a transient dock. **(This is in accordance with state regulations.)**
- 8.15. The leaseholder agrees to berth or store the sailboat described in this lease with continuity in the space assigned by the Dock Committee for personal use only. In the event a leaseholder wishes to allow their dock space to be rented as a transient for any period of time, the dock shall be offered to the next person on the waiting list by the Rear Commodore. **There shall be no subleasing of docks by any dock holder.**
- 8.16. Subleasing is possible through the Rear Commodore. Subleasing will require a handling fee of \$50.00 for members and \$75.00 for non-members for each transaction prior to August 1st. After August 1st the handling fee is \$25.00 for

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members and \$50.00 for non-members. The handling fee for the sublease shall be paid by the dock holder.

- 8.17. Subleasing will be in force for the length of the current lease year.
- 8.18. Sublease fees are based on a per year rate arrived at by dividing the current yearly dock fee by 223 days, the current length of a yearly lease (April 1 - October 31.)
- 8.19. In the event of a death of a non-PDL dock holder who is leasing a dock, it shall be the responsibility of the Dock Committee as to the disposition of the leased dock.
- 8.20. In the case of special events, the Dock Committee shall assign available dock space to transient sailboats.

9. Liability

- 9.1. All leaseholders are required to maintain proper and sufficient liability insurance on all sailboats docked at the Alum Creek Sailing facility and to furnish proof of such insurance prior to the time a new or renewal lease is granted. Liability limits shall be set by ACSA.
- 9.2. The leased holder hereby agrees to indemnify and hold harmless ACSA, it's agents and/or other employees against any claim for injury or damage occasioned by fire, explosion, theft, acts of god, or any other cause to the person or property of the said lease holder's and to persons or property present at invitation, request, order, permission, or license of said lease holder while the same are in, at, or upon premises of the Alum Creek Sailing Facility.
- 9.3. For the purposes of this lease, ACSA shall consider the leaseholder to be the owner of the sailboat. The leaseholder agrees to indemnify and hold harmless ACSA for claims of damage, discretion, or injury to the watercraft by the recorded title owner or any other third party.
- 9.4. The leaseholder agrees to remove the lease described sailboat or cause the same to be removed from the waters and the grounds of the Alum Creek Sailing Facility immediately upon the expiration or termination of this lease. Failure to do so shall constitute valid grounds for ACSA to remove said sailboat and to dispose of the same to satisfy any unpaid fees or charges levied in accordance with the provisions of these regulations.
- 9.5. The State of Ohio, ODNR, The United States Army Corps of Engineers (USACE), and/or ACSA reserves the right to lower lake levels at any time for subsurface maintenance, capital improvement projects, or any other reason, and to order removal of sailboats from leased docks for such purposes. The ASCA reserves the right to order removal of sailboats from leased docks for maintenance, other improvement projects, or because of low water levels.

10. Guests

- 10.1. Guest of any leaseholder or member of ACSA shall be informed, by such, of these rules, regulations, and stipulations.
- 10.2. The leaseholder shall be responsible for the conduct and actions of their guests at all times.
- 10.3. No minor shall be permitted within the Alum Creek Sailing Facilities unless accompanied by an adult.

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11. General

- 11.1. No leaseholder shall cause any vessel not described in this lease to occupy their assigned slip and/or beach moorings(s) at any time or for any period of time without the prior expressed written permission of the Dock Committee.
- 11.2. Watercraft containing a sink, toilet or sanitary system shall not be used, operated or docked on any state lake unless such is removed or sealed or made to drain into a tank or reservoir which can be pumped or carried ashore for disposal.
- 11.3. All sailboats entering, leaving or passing a docking area or marina shall be operated at such speeds as to preclude a wake or waves causing discomfort, injury or damage to persons, watercraft or property.
- 11.4. All leaseholders are required to notify the Rear Commodore of any damage or safety hazard so that timely repairs can be made.
- 11.5. Violations of any watercraft laws of the State of Ohio, rules of ODNR and/or the Dock Committee by the occupant, owner or operator of a sailboat licensed to a dock at the Alum Creek Sailing Facility may be cause for immediate termination of this lease.
- 11.6. A quiet time from 11:30 PM through 8:00 AM shall be observed by all persons whether in their sailboats, on the docks, or grounds of the Alum Creek Sailing Facility.
- 11.7. No garbage, cans, bottles, wire, oil, paper, sewage, or waste material of any kind shall be thrown, deposited or permitted to fall into the water or upon the docks, piers, walkways, storage areas, or shore of the sailing facility; nor shall the docks, piers, walkways, storage areas or shore be used by any lease holder or guest as a storage place for any gear or equipment.
- 11.8. Leaseholders are responsible for the neat appearance of docks, and/or storage areas and the immediately surrounding area (s) of the leased area(s).
- 11.9. Signs, placards, or commercial displays are prohibited on any pier, walkway, or shore area except through express written permission of ACSA.
- 11.10. Swimming and/or fishing from the docks and/or shore areas around the docks are prohibited.
- 11.11. Running on all floating docks and walkways is prohibited.
- 11.12. Shoes shall be worn at all times while traversing wooden decking and while upon the grounds of the facility.
- 11.13. All persons under the age of ten years shall wear USCG approved PFDs at all times when on the docks or around the waters edge, and shall be accompanied by an adult.
- 11.14. All pets must be on a leash and under the control of their owner when they are not on the sailboat. You are responsible for your pet's excrement. Feces should be picked up and disposed of in the dumpster. Repeat offenders will be prohibited from bringing their pets on to facility grounds.
- 11.15. The fairways (navigable waterways) around the docks are to be kept clear to allow sailboats to leave and return. You may not anchor, raft off, or otherwise obstruct the fairways in any way.
- 11.16. This is a sailboat-only marina according to our charter with ODNR. Other types of craft are not permitted to dock or raft off of docked sailboats.
- 11.17. No camping is permitted at the Alum Creek Sailing Facility.

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- 11.18. No one may use any outside electrical outlets at the Alum Creek Sailing Facility without the permission of an ACSA Executive Officer. Leaseholders and their guests may use the electrical outlets in the bathroom/showers for purposes of personal grooming.
- 11.19. No rafting off of sailboats from docked sailboats is permitted.

12. Modifications to Lease

- 12.1. The Dock Committee reserves the right, with just cause to amend or change the rules and regulations governing the use of dock facilities at any time during the course of this lease. Notification of such changes will be posted on the ACSA website in the dock owners section, on the club's message board, in the monthly newsletter, and on an announcement board at the dock facility. Changes will be posted at least seven (7) days prior to the new regulations becoming active.

13. Intent Not to Discriminate

- 13.1. ACSA will not discriminate against any individual due to race, color, creed, national origin, sex, religious belief, or disability.

14. Arbitration Committee

- 14.1. This committee consists of the chairman and four other dock holders chosen randomly from the list of paid dock holders for the year. If you are called and asked to serve on this committee, please do so. It is not required. We will find someone else if you do not want to serve, but it is a good way to contribute something to the facility. As a member of this committee you will serve for the duration of the calendar year. You may not preside on the committee for hearings when you are an involved party. We will find alternates to ensure impartiality.
- 14.2. This committee will be responsible for dealing with complaints that dock holders have, between each other or between them and the facility management. The committee's responsibility is to act as mediator between the parties, much like a protest committee in racing-they will hear both sides of the argument, which must be presented in writing in advance. That will be followed by a verbal question/answer session if needed. The opinion and recommendation of the committee will be communicated in writing to the Executive Committee. All Arbitration Committee meetings will be held in closed session.
- 14.3. The committee's recommendations are to be submitted to the Executive Committee for action. The Arbitration Committee can make "judgments" as to right and wrong and suggest a remedy. The Arbitration Committee cannot terminate a dock lease or issue a warning. However, the Arbitration Committee can recommend to the Executive Committee that these actions be taken based on the severity of the infraction.

Rules Last Updated: January 9, 2009

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A. Preamble

Alum Creek Sailing Association is committed to providing its officers, staff, members, guests, and visitors the opportunity to pursue excellence in their sailing endeavors. This opportunity can exist only when each member of our community is assured an atmosphere of mutual respect.

B. Policy against Discriminatory Harassment

1. Alum Creek Sailing Association (ACSA) is committed to maintaining an environment that is free from all forms of harassment and discrimination. Accordingly, harassment based on an individual's gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristic is prohibited. ACSA will not tolerate discrimination, harassment, or sexual harassment.
2. Retaliation against an individual who complains of discriminatory harassment under this policy is strictly prohibited.
3. Intentionally, making a false accusation of harassment is also prohibited.

C. Responsibilities under This Policy

1. Alum Creek Sailing Association is committed to enforcement of this policy.
2. ACSA officers who receive reports of harassment should contact the ACSA Commodore for assistance in investigating and resolving the issue.
3. Individuals who are found to have violated this policy will be subject to the full range of sanctions, up to and including termination of his /her ACSA affiliation.

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Use of Facility for Special Events

Policy: Alum Creek Sailing Association Facility is a State of Ohio–owned property. It is permitted for use (after prior approval) by ACSA Members, ACSA Dock holders, and the general public for special event purposes. Alum Creek Sailing Association (ACSA) has contracted with the State of Ohio Department of Natural Resources to manage and maintain the ACSA Marina and Facility. The contractual agreement between the two aforementioned entities necessitates notification and prior approval for use by each, and will be coordinated and approved for use as specified in this policy.

Purpose: The purpose of this Policy is:

1. To define the procedures to obtain use of the ACSA Facility for special event purposes.
2. To define the allowances and limitations of the Facility use as defined by ACSA’s Dock Rules, contractual agreement with the State of Ohio Department of Natural Resources, and Laws of the State of Ohio.
3. To define the procedures to obtain use of the ACSA Facility for special event purposes.
4. To define the allowances and limitations of the Facility use as defined by ACSA’s Dock Rules, contractual agreement with the State of Ohio Department of Natural Resources, and Laws of the State of Ohio.

Procedures:

- 1. Submission of Request to Host Event at ACSA Facility:**
 - a. ACSA Members and/or ACSA Dock Holders may submit their request to host a special event at the Facility directly to the ACSA Rear Commodore.
 - b. All others of the General Public must contact the Regional Park Manager’s Office to initiate the Special Event approval process.
- 2. Guidelines & Caveats to Use of the Facility:**
 - a. Use of the Facility is limited to use of the *surrounding grounds, bathrooms and parking lot ONLY*, unless the requesting party is an ACSA Member or an ACSA dock holder; or unless specific approval has been gained from the Regional Park Manager and ACSA for use of waterways, docks, or the beach facility.
 - b. Use of the Facility is governed strictly by the ACSA Dock Rules and Laws of the State of Ohio, unless otherwise specified in the permit. Of special note: **Docking and anchoring by non-ACSA dock holders is strictly prohibited at all times, unless previously approved in a written permit obtained from the ODNR, in the following locations:**
 - i. **at the docks;**
 - ii. **in the waterways surrounding the docks (except for in the “Boaters Cove”, which is permitted. See below *);**
 - iii. **in between the catamaran beach and the docks; and**
 - iv. **on the catamaran beach.**

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***Anchoring IS permitted in the “Boater’s Cove”, adjacent to the Marina, but will remain the only location for non-dock holders to anchor boats.**

- c. Violations of permitted activities will be reported to the ACSA Rear Commodore initially, who will in turn decide if Park authorities will be contacted.
- d. Park authorities have the final decision regarding management of the situation in case of violation, which may include a request to disband / the event, among other options.
- e. ACSA Members and Dock Holders are asked to extend courtesy and consideration to those who have approved use of the Facility on the date specified.
- f. Persons or organizations approved to hold special events shall:
 - i. Obtain, and be prepared to display a *written copy of the permit upon request* during the event.
 - ii. Are responsible for signing the “ACSA Waiver of Responsibility”, and submitting it to the ACSA Rear Commodore prior to the event.
 - iii. Obey State of Ohio “quiet hours” guidelines, starting at 11:00PM
 - iv. Clean up the grounds and dispose of all trash and left over materials used, or collected during the event, and dispose of them in the ACSA dumpster before vacating.
 - v. Respect the rights and access of ACSA Members and ACSA Dock Holders to the Facility and Docks during the special events

3. Process for Obtaining a Permit - ACSA Members / ACSA Dock Holders will:

- a. Verbally request from the Rear Commodore a “Special Events Request Form” & “ACSA Waiver of Responsibility”
- b. Complete and sign the “Special Events Request Form” & “ACSA Waiver of Responsibility”, in its entirety and return it to the ACSA Rear Commodore at least 10 days prior to your scheduled event date. Note: Special consideration and approvals may be needed from the Chief of Parks in cases requiring the use of alcohol or sale of items at the event; please allow at least 28 days or prior approval in these cases.
- c. The ACSA Rear Commodore will fax to the Regional Park Manager the completed “Special Events Request Form.”
- d. The Regional Park Manager will review the request and either approve it, ask for additional information; or deny the request in writing.
- e. The Park Manager will fax to the ACSA Rear Commodore the response to the request.
- f. The ACSA Rear Commodore will notify the requesting party of the response. If approved, the Rear Commodore will:
 - i. Send / deliver a copy of the signed and approved permit to the requesting party
 - ii. Retain (1) copy of the signed and approved permit in the ACSA Facility files

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- iii. Retain a signed copy of the “ACSA Waiver of Responsibility”
- iv. Advise the ACSA Membership & Dock holders of the scheduled event, by:
 - 1. posting notice on the ACSA Message Board at the Facility at least by the day prior to the event, and
 - 2. announcement at ACSA General Membership meetings, if possible, and
 - 3. posting notice on the ACSA Members E-mail communication system.

4. Process for Obtaining a Permit - All Others / Members of General Public (Non-Members of ACSA and Non-ACSA Dock Holders) will:

- a. Request a “Special Events Request Form” from the Park Manager by calling (740) 548-4631, or faxing a request to (740) 548-4509
- b. Complete the “Special Events Request Form” in its entirety and return it to the Park Manager in person at 3615 South Old State Rd, Delaware, Ohio 43015-9673; or fax the completed form to (740) 548-4509 at least 10 days prior to your scheduled event date. *Note: Special consideration and approvals may be needed from the Chief of Parks in cases requiring the use of alcohol or sale of items at the event; please allow at least 28 days or prior approval in these cases.*
- c. The Park Manager will coordinate with the ACSA Rear Commodore to ascertain convenience & parameters of intended use of the Facility on the date requested. ACSA will make reasonable attempts to accommodate requested use of the Facility, and communicate such to the Park Manager.
- d. The Regional Park Manager will review the request and either approve it; ask for additional information; or deny the request in writing.
- e. The Park Manager will then:
 - i. Fax to the Rear Commodore the signed and written approval or disapproval of the request.
 - ii. Send to the requesting party the signed and written approval or disapproval for the event
 - iii. Notify appropriate persons in the park of the upcoming event
- f. The ACSA Rear Commodore will then:
 - i. Contact sponsoring party and obtain a signed “ACSA Waiver of Responsibility” form.
 - ii. Retain (1) copy of the signed permit, and the signed “ACSA Waiver of Responsibility Form”, in the ACSA files
 - iii. Advise the ACSA Membership & Dock holders of the scheduled event, by:
 - 1. posting notice on the ACSA Message Board at the facility at least by the day prior to the event, and
 - 2. announcement at ACSA General Membership meetings, if possible, and
 - 3. posting notice on the Members E-mail communication system.

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- iv. Advise ACSA Members and Dock holders to extend courtesy and consideration to those who have approved use of the Facility on the date specified

Responsible Party(ies): *It shall be the responsibility of the following persons, or entities, to fulfill the activities specified:*

- Person / Organizations Requiring Use of Facility:
 - Obtain from the State Park Office a written and signed permit to hold the event
 - Complete and sign the “ACSA Waiver of Responsibility” form, and return it to the ACSA Rear Commodore prior to the event
 - Set up, and clean of all elements needed for ,or used during, the special event
- ACSA Rear Commodore:
 - For Coordination of Facility Availability with the Park Manager
 - Notification of ACSA Members and Dock Holders of upcoming event
 - Retention of a copy of the signed permit, and the signed “ACSA Waiver of Responsibility” form in the ACSA files
 - Addressing reports of concerns or violations during the event hours; and contacting Park Manager or park patrol if deemed necessary
- Park Manager
 - Final approval or disapproval of all request
 - Disbursement of signed written permit to requesting party and to ACSA rear Commodore
 - Coordination with ACSA Rear Commodore
 - Policing of violations of permits, laws or ACSA Dock Rules

Policy Last Updated:

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ALUM CREEK SAILING ASSOCIATION
AND
ALUM CREEK SAILING FACILITY
WAIVER AND RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT

Name of Organization, or Requesting Party _____
Contact Name _____
Address _____
Phone Number _____ Requested Date of Use _____
Expected Number of Attendees _____
Description / Purpose of Event(s) _____

THIS WAIVER AND RELEASE is made by _____
_____ Requesting Party, organization, business,
and/or association) in favor of the ALUM CREEK SAILING ASSOCIATION. (ACSA).
This waiver holds harmless ACSA, who, by right of contract with the State of Ohio,
maintains and manages the Facility. Use of the facility, as granted for purposes of this
event, unless otherwise specified in writing, shall be *limited to the grassy areas adjacent
to the docks, the parking lot, and the restrooms. Dock and catamaran beach use is not
permitted, unless event attendees are accompanied by an ACSA dock holder of record.*
Such areas so described are being authorized for use in conjunction with a special event
permit that has been obtained from the State of Ohio.

INTENT

This waiver and release must be signed and received by the ACSA Rear Commodore preferably 10 days prior to the scheduled event at the ALUM CREEK SAILING ASSOCIATION FACILITY (ACSF). The Requesting Party by the above-mentioned group assumes all responsibility for, and releases ACSA from all claims arising from the use of its Marina/Docks/and/or public facilities during the event(s) listed above.

CONDITIONS

1. Waiver and Release: The Requesting Party assumes responsibility for all risk, of and/or any damage or injury whether to property or person, including death, that may occur to the Requesting Party's employees, agents, or invitees at or in connection with the Event. The Requesting Party further releases ACSA and its trustees, officers, directors, employees and agents from all claims, demands, rights or causes of actions, present or future, known, anticipated or unanticipated, resulting from or as a result of the Requesting Party's use of the Marina, Docks, Public facilities at the ACSA facility or as result of an incident at the Event. ACSA shall not be liable for any damage or loss resulting from use or misuse of property, any personal injury, and/or other perils resulting from the use of the ACSF
2. Indemnification: Requesting Party agrees to indemnify, save, and hold harmless the

Rules And Regulations Governing the Alum Creek Sailing Facility
For the 2009 Sailing Season

ACSA from any loss, liability, damage, or cost including reasonable attorneys' fees they may incur arising out of or related to the Event(s) whether caused by the negligence of ASCA, the Requesting Party or any other person.

3. Requesting Party assumes full responsibility for any risk of bodily injury, death, or property damage arising out of or related to the Event(s) whether caused by the negligence of the Requesting Party or otherwise.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. REQUESTING PARTY ACKNOWLEDGES THAT THE AUTHORIZED REPRESENTATIVE IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. THE PERSON EXECUTING THIS WAIVER AND RELEASE ON BEHALF OF THE REQUESTING PARTY HEREBY CONFIRMS THAT HE OR SHE IS AUTHORIZED TO DO SO.

IN WITNESS THEREOF, REQUESTING PARTY, by its duly authorized representative, has executed this form.

WITNESS:

AUTHORIZED REPRESENTATIVE:
Requesting Party

Signature

Printed Name:

Title:

Date:

ACSA REAR COMMODORE

Signature

Date _____

COMPLETE, SIGN AND FAX, OR MAIL TO:

Alum Creek Sailing Association

Attn: Rear Commodore

P.O. Box 76

Lewis Center, Ohio 43035

Fax Number: (740) _____