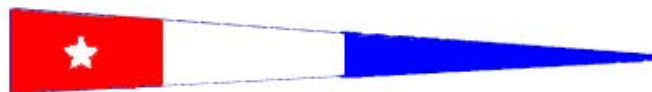


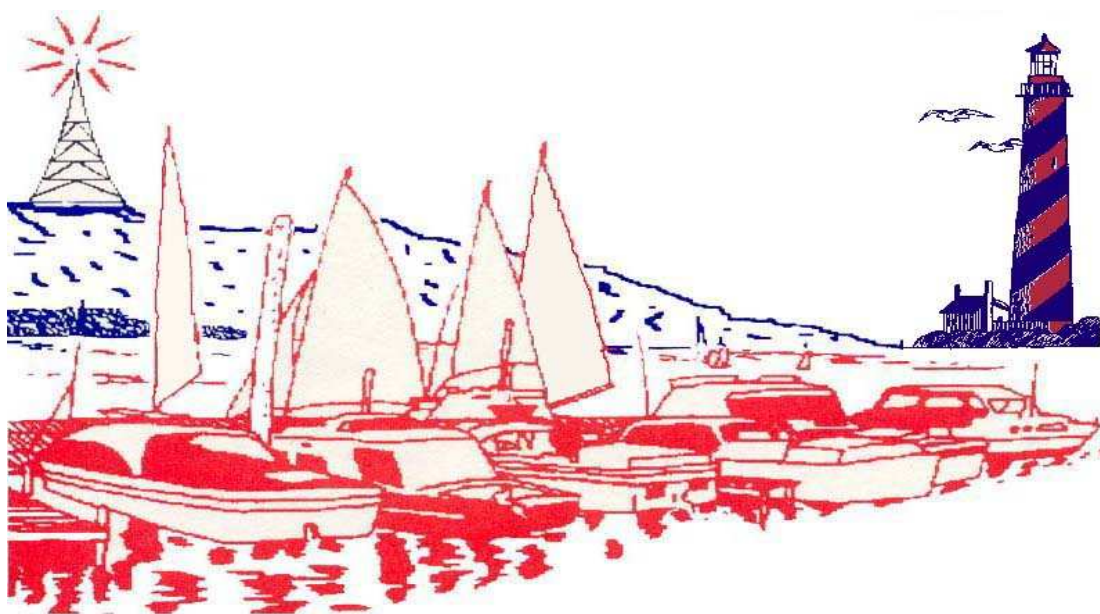
**The
United States
Power
Squadrons®**



SQUADRON ACTIVITIES COMMITTEE DISTRICT AND SQUADRON

CRUISE AND RENDEZVOUS

PLANNING GUIDE



**dedicated to
making boating
safer and more fun**

The purpose of this guide is to assist in planning squadron and district boating activities. This is a function of the Boating Activities Committee, see sections 7.14, 4.35 USPS® Operations Manual that follow.

Squadron

7.14 The squadron boating activities committee (SBACom) plans and organizes various boating activities. Participating in these events fosters fun and friendships. Plans might include rendezvous, raft-ups, cruises, picnics or other on-the-water activities. Boating unites the squadron members in a cohesive unit. The SBACom has the responsibility for coordinating and implementing the boating activity programs in the squadron. Dates and locations are selected for rendezvous and cruises and are cleared with the chair of the district committee so that as few conflicts as possible will occur with cruises of nearby squadrons, district gatherings or local yacht clubs to which members may belong. These plans are made and submitted early in the session to the squadron executive committee for approval.

The chair ensures that at least one **port captain** is designated for each major boating area and that all areas within the squadron's geographic regions are covered. Designated committee members are very knowledgeable and articulate about local waters, marinas, repair facilities, and other shore side facilities and services of interest to cruising members [Refer to 3.38 on page 3.15]

In some squadrons there are two subcommittees, one to take charge of cruises and nautical contests and the other to be in charge of rendezvous. At all times consideration is given to the safety and well-being of all who participate.

Once approval is given for these suggested cruises and rendezvous, the committee works closely with the editor of the squadron newsletter in order that all members are aware of dates and details as early as possible. Such information as to what arrangements are being made for overnight stops, fuel and meal accommodations, time and place of departure, details of courses to be followed and events to be held will all help to insure the success of these undertakings.

The chair encourages all members holding an amateur radio license to participate in USPS-CPS

amateur radio network activities every Saturday at 1700 GMT on 14.287MHz.

The squadron boating activities chair is to maintain close liaison with the district chair and to support each program of the boating activities effort. He works with squadron officers on program content and member selection of the committee. Guidance and assistance may be obtained from the district boating activities committee chair and from related national committees. Forms for each program may be obtained from USPS headquarters or the national squadron activities committee.

District

4.35 The district boating activities committee (DBACom) has responsibility for carrying out tasks in direct support of district functions and for providing guidance and support to squadrons within the district. Program responsibilities include port captains, cruises, rendezvous and USPS-CPS amateur radio network.

Illustrative examples of duties include:

- A) The district's geographical area is adequately covered by port captains;
- B) District and squadron cruises and rendezvous are properly planned and coordinated;
- C) Information on these events is submitted to the national squadron activities committee for publication.

The district boating activities committee usually carries the responsibility for preparing plans for a district cruise or rendezvous and for submitting these to the district council for approval. Upon approval of plans and acceptance by a squadron or squadrons to serve as hosts, it is the responsibility of this committee to assist the host squadrons in every way possible to carry out the program. Further, it is the responsibility of the chair of the committee to select the cruise chair of each event and to insure that plans are outlined and that those responsible understand their duties.

Boating Activities Planning

People join USPS® to experience safe boating and the pleasure it brings to them and their families, and the end result of our educational programs is on-the-water activities. Squadrons and districts that plan properly will provide that pleasure to their members, and members who enjoy their squadron's boating activities will be more likely to continue their membership.

Every squadron and district should conduct boating activities, USPS members have a fundamental desire to cruise, to explore, to see new places, to swim, to fish, to dive, to sail, to compete in predicted log contests, to practice the skills they've learned in our courses and programs, and to make friends with other people who have similar interests and love of the water. New friendships that develop among your squadron's members promote teamwork and loyalty within your squadron.

This booklet, and its included forms, will assist you in planning safe and pleasurable squadron or district boating activities. The following are included in this booklet:

- Cruise and Rendezvous information form
- Sample of a Cruise itinerary
- Cruise Plan Protocol
- Information Regarding Event Waivers and Releases
- Release & Waiver of Liability, Assumption of all Risk, and Indemnity Agreement for USPS® Events
- Charter Agreement
- Cruise & Rendezvous Registration form
- USPS ® Revised On-the-Water Policy
- Float Plan form

Modify the included forms as needed; it is impossible to design a form that meets the requirements of every activity. If you have any questions about your modifications, contact the Squadron Activities Chairman at the address shown in *THE ENSIGN*® magazine.

Important: Meet with your Law Officer and reach agreement on the use and implementation of the current On-the-Water Policy, Charter Agreement, and Legal Release form.

As your squadron's Boating Activities Chairman, confer with the Bridge to schedule the dates and types of activities to be planned. Try to schedule various types of activities so that the interests of

all of your squadron's members will be included, at least at some of the events.

For example, if your squadron's fleet includes large powerboats, sailboats, trailer boats, PWCs, etc., plans for an individual event may not meet the needs of all members. Vary the events' activities, destinations, etc., so that everybody is included at least some of the time. Even better, develop a system to help boat owners find crew and guests from among your squadron's non-boat owners, or owners of boats unsuited for a particular cruise, so those members are included too.

Plan and publicize cruises as far in advance as possible to permit members to make their plans to participate. Raftups are an excellent way for new members to meet and become acquainted with established members.

Meet with your Educational Officer and find out when public courses will be offered. Then, plan an on-the-water activity to occur as soon as possible after each of those *courses* end. Advertise the event at the public course classes to stimulate students' interest in membership.

Take the Cruise Planning course if you haven't already done so, or if you haven't taken it for many years. You'll find lots of very helpful information for planning local cruises.

Another excellent source of information are Port Captains for the areas to be transited on cruises. Port Captains provide local knowledge and can tell you about recent changes in the area. (If your squadron doesn't have a Port Captain, encourage your Commander to register one or more)

Hold a Captains & Mates meeting a week or two before each cruise to let everyone meet the other participants. Invite all new members, even if they might not go on the cruise, and encourage them to ask questions. Work with your Member Involvement Chairman so that new members are assigned to experienced cruising members as "buddies," so that everyone is made to feel a part of the group and a contributing member of your squadron.

Cruise and Rendezvous

This form will assist the chairman in planning a squadron or district cruise
When completed the information should be provided to the participants in the event

Dates (s): _____ Name of cruise: _____
Contact person for info: _____ Phone: _____
Type of event: _____ Type of vessels: _____
Max number: _____ Any size restrictions: _____ Draft max: _____ Max height: _____
Boat speeds planned for: _____ Duration of cruise: _____
Distance of cruise: _____ miles How many ports: _____ Supplies: Y N Repairs: Y N _____
Foreign ports: Y N Documents needed to re-enter USA: _____
Documents needed for foreign ports: _____
Any foreign or US restrictions: _____
Costs involved: Dockage: _____ Ramp: _____ Other: _____
Handicap accommodations: Y N _____ Pets: Y N _____
Children activities: Y N Age Group (s) planned for: _____
Activities planned: _____

Any special requirements: _____

If anchoring out or rafting is planned, is shuttle to shore available: Y N _____

Where: _____

Any caution areas: Y N Where: _____

Food available: Y N Where: _____

Fuel available: Y N Brand: _____ In route: _____ VHF channel: _____

Amateur radio available on cruise: Y N Call sign: _____ Freq: _____

Name of radio operator: _____ Boat name: _____

Cooperative Charting activity planned: Y N _____

Shore lodging available: Y N N/A Where: _____

Land directions: _____

Name of marina (s): _____ Phone: (____) _____

_____ Phone: (____) _____

_____ Phone: (____) _____

Port captain name: _____ Phone: (____) _____

Port captain name: _____ Phone: (____) _____

Activity chairperson: _____ Phone: (____) _____

ADDITIONAL INFORMATION

List fax and e-mail information

Approved by: _____ Date: _____

Use back of form for additional information

Attach copy of itinerary to this form

Modify and copy form as needed

SAMPLE Cruise, Bahamas, the Exumas

Power Squadron

<u>DAY/DATE</u>	<u>PLANS FOR DAY</u>	<u>TIME</u>	<u>NM</u>	<u>COMMENTS</u>
THU 09 JUN	DEPART LAKE WORTH SEABUOY ARRIVE PORT LUCAYA MARINA	0600 1225	76	REFUEL, CLEAR CUSTOMS
FRI 10 JUN	INt'L BAZAAR, CASINOS	LAY DAY		
SAT 11 JUN	DEPART LUCAYA TO BERRY ISLANDS ARRIVE GREAT HARBOR MARINA Via	0800 1121	57	EXPLORE ISLAND, REFUEL, IF NEEDED
SUN 12 JUN	GREAT STIRRUP CAY GREAT HARBOR CAY	LAY DAY		HAMBURGERS ON THE BEACH
MON 13 JUN	DEPART GR HARBOUR MARINA ARRIVE HURRICANE HOLE, NASSAU	0800 1103	52	SEE CASINOS REFUEL, EXPLORE DOWNTOWN NASSAU
TUE 14 JUN	DEPART NASSAU BOUND TO EXUMAS ARRIVE HIGHBOURNE CAY	0800 1030	37	GORGEOUS WATER, MANY LEOPARD RAYS, NO MEALS AVAILABLE, PLAN JOINT BAR-B-Q, REFUEL, NO WATER AVAILABLE HERE, EXPLORE & SWIM -GOOD BEACHES .
WED 15 JUN	HIGH BOURNE CAY	LAY DAY		
THU 16 JUN	DEPART HIGHBOURNE CAY BOUND TO STANIEL CAY MARINA	0600 1048	42	GOOD MEALS, REFUEL, ?? WATER EXPLORE "THUNDERBALL CAVE"
FRI 17 JUN	STANIEL CAY CLUB	LAY DAY		BY DINGHY
SAT 18 JUN	STANIEL CAY TO LITTLE FARMERS CAY	0600	10	ANCHOR OVERNIGHT, NO FUEL OR WATER AVAILABLE. VISIT TOWN & BOAT BUILDERS BY DINGHY
SUN 18 JUN	LITTLE FARMERS CAY ON GREAT EXUMA	0800 1030	42	REFUEL, GOOD WATER, PEACE & PLENTY CLUB HAS EXCELLENT MEALS ~
MON 20 JUN	GREAT EXUMA	LAY DAY		TAXI TO NORTH END GR, EXUMA-LUNCH
TUE 21 JUN	GREAT EXUMA	LAY DAY		DRINKING/WASH WATER NO PROBLEM ON GREAT EXUMA.
WED 22 JUN	GEORGETOWN TO SAMPSON CAY CLUB	0600 1140	00	DINNER BY RESERVATION. CASH ONLY! NO CREDIT CARDS
THU 23 JUN	SAMPSON CAY TO HURRICANE HOLE NASSAU	0800 1200	67	OVERNIGHT. FUEL UP WHO WINS AT CASINOS ?????
FRI 24 JUN	HURRICANE HOLE	LAY DAY		HIT THE CASINO -AGAIN GOOD LUCK
SAT 25 JUN	NASSAU TO CHUB CAY	0800 1006	30	ARRANGE DINNER AT PVT CLUB IF POSSIBLE
SUN 26 JUN	CHUB CAY	LAY DAY		DIVE. FISH, GOOF OFF
MON 27 JUN	CHUB CAY TO CAT CAY. CROSSING "BIG BAHAMAS BANK"	0800 1224	76	PLAN SIDE TRIP TO BIMINI FROM CAT CAY ON ONE BOAT, IF DESIRED
TUE 28 JUN	CAT CAY PLUS BIMINI VISIT	LAY DAY		
WED 29 JUN	CAT CAY TO WEST PALM BEACH	0600 1200	70	BOOST FROM GULF STREAM GIVES ESTIMATED 2Kn SOG BOOST.

PROBABLY WILL RETURN THU 30 JUN USING A WEATHER LAY DAY SOME WHERE ON THE CRUISE

PASSPORT OR BIRTH CERTIFICATE REQUIRED TO ENTER BAHAMAS.- FIREARMS MUST BE DECLARED!

ALL TRANSIT TIMES BASED ON 17 KNOT CRUISING SPEED
CH 78 TO BE WORKING VHF COMMUNICATIONS CHANNEL

VESSELS BREAKING DOWN WILL BE ESCORTED TO NEAREST FACILITY BY _____ SQ GROUP, HOWEVER,
DELAYS FOR REPAIRS WILL NOT CAUSE DISRUPTION OF CRUISE SCHEDULE, ALL ASSISTANCE WILL BE PROVIDED
TO VESSEL BREAKING DOWN TO BE CERTAIN ADEQUATE REPAIRS AND SUBSEQUENT PILOTAGE ARRANGEMENTS ARE
ACCOMPLISHED,

CRUISE LIMITED TO SIX (6) VESSELS. (MARINAS SOUTH OF NASSAU ARE QUITE LIMITED IN SIZE)

SAMPLE Cruise Plan Protocol

Power Squadron

1. Advance desires of squadron members as to the cruise destination should be solicited. Can be obtained thru an annual squadron survey by polling members that frequently participate in such cruises.
2. Publicize the cruise in squadron newsletter, its destination, dates, activities planned, types of vessels expected and average speeds expected in the squadron newsletter. Notices should be placed at least 3 months in advance.
3. After obtaining sufficient vessels to justify the cruise, create a cruise plan such as the Exumas cruise (attached). If there is a variable in the expected cruise speeds, the departure and arrival times should be calculated for an average of three groups. For example, the _____ Power Squadron, creates a 17Kn, 14Kn and a 9Kn group.
4. Each speed group should have a designated group lead vessel. Hopefully, this will be a captain that has previously traveled the prospective itinerary.
5. A VHF frequency for routine cruise contact should be established. Our squadron normally chooses channel 78 since it has less traffic than the other assigned pleasure boat frequencies, **IF THE ENTIRE GROUP BECOMES TOO LARGE, MORE THAN ONE WORKING FREQUENCY SHOULD BE USED, ASSIGNING SEPARATE FREQUENCIES TO EACH SPEED GROUP.** (This was necessary when we had 27 vessels in 3 groups on a Bahamas cruise 5 years ago).
6. Plan arrival times in a foreign country to correspond with the best and least expensive Customs and Immigration facilities. (When we had 27 vessels, two separate ports of entry were planned since that many vessels attempting to clear Bahamian authorities would have been an all-day disaster).
7. Contact all marinas on the cruise itinerary by fax, phone email or letter well in advance to secure dock reservations. Plan to include the list of vessels by name of vessel, sizes (LOA), types (SF [sport fisherman], CR [cruisers], etc., owners names addresses and phone numbers. This aids the marinas in advance planning of dockage locations. If needed, also make restaurant reservations for the group.
8. Plan a captain and mates meeting about three weeks prior to departure time. Distribute:
 - a) List of participating vessels with names of owners, spouses and guests (if known).
 - b) Itinerary (such as attached)
 - c) List of charts needed and any cruise guides suggested (The Yachtsman's Guide to the Bahamas, latest edition, is an example). Also discuss each feature of the cruise and have overhead transparencies made of certain areas as needed to explain any problem areas.
 - d) Discuss features of each stopover, shops, food, available supplies etc., to be certain all involved understand what may be happening.
 - e) Collect any advance sum from each vessel to cover fax or phone or other expenses. We try not to handle tips this way but leave that decision to each captain at each marina. It can be done as a group; it is the call of the cruise participants.
9. Be certain to explain the policy on disabled vessels. One vessel broken down could disrupt the entire cruise unless it is understood that a disabled vessel will be escorted or towed to the nearest suitable port and arrangements clarified for repairs and eventual movement to homeport. In one case, we had to be certain that a qualified captain was available to be hired to be on the vessel to get them to homeport since repairs appeared to require several days. The member and spouse on this vessel were not experienced in shallow Bahamas water eyeball navigation or long range course plotting.
10. Don't over plan the activities. Let cocktail parties become spontaneous. Find out the ages of the persons that will be on each boat so any activities planned will be appropriate for the different age groups.
11. Plan overnight anchorages *only* if agreed at the captains meeting.

INFORMATION REGARDING EVENT WAIVERS AND RELEASES

Districts and Squadrons should consider using a Waiver and Release for events that are held where participants are asked to assume the risk of the event. LawCom has drafted a form as an example of what might be considered in the development of the final product.

Squadrons and Districts **MUST** consult with an attorney for the development of the final form. The law of each state will be somewhat different as to the terms of the form to be used to accomplish the release and the effect of those terms.

This release should only be used in modified form relating to the event involved and only after an attorney for the squadron or district has reviewed this form and redrafted it to meet the specifics of the event and the law of the state where the event is held. The Law Committee Emphasizes that the form on the next page cannot be considered final and must be tailored to the event, the persons signing the form, and the law of the state where the event is to be held.

The following additional points are found in many state laws and should be considered when preparing a Waiver and Release form:

Be specific. Give event name, date and location, specific dangers that might be involved, the entities being released and the class of persons doing the releasing. Consider having an additional information sheet or brochure, describing the dangers of the event. If the event is on the water, consider having a statement in the form that the signing parties are familiar with the Inland or International navigation rules, whichever is appropriate.

Make the release and the exculpatory provisions conspicuous - use bold letters, italic or colored text.
Consider doing the following:

- a. Have negligence waivers conspicuous, separately titled, highlighted and even consider having a separate 'signature or a place for initials just after or in the margin for these clauses.
- b. Exculpatory language should be in a place in agreement where it is noted with ease, not buried in fine print.
- c. If there is a reverse page, there should be language on the front referring to the reverse side. Any blank page such as the reverse side of a page should be clearly labeled "This page intentionally left blank" (without quotation marks).
- d. The language of any negligence waiver should be readable. Avoid legal jargon as much as possible. Use words that would be understood in ordinary speech.

Don't have any misstatements of fact in the form and especially in the description of the event and the potential dangers related to same. Most courts will void any form that has such a misstatement.

Don't be over broad. State that it does not waive intentional or reckless acts, but do state that it waives negligence claims.

Provide enough places for all participants to sign or consider having each participant sign a separate form. Have their spouses sign. Realize that such claims may not be able to be released without the spouse's signature. When minors are involved, in addition to having the parents (or legal guardian), sign, if the child is beyond a certain age, consider having the child sign.

Include an indemnification clause (see the form paragraph 3), but if you do, make sure that it is separately labeled: "HEREBY AGREES TO INDEMNIFY and SAVE AND HOLD HARMLESS." Make sure that it is clearly shown in the text, e.g.

Consider the circumstances of the signing. Releases signed at the doorstep are much less likely to be valid than those where the signing party had time to consider the option to sign or not to participate.

Be able to answer any questions that the signing party may have about the event and the purpose and terms of the form. Those who see to the obtaining of the signatures must have a basic knowledge of the purpose and effect of the terms of the form.

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT FOR USPS® EVENTS

IN CONSIDERATION of being permitted to attend, compete, officiate, observe, spectate, work for, or participate in any way in USPS Event(s) (defined as any event conducted by and/or sponsored by and/or endorsed by the United States Power Squadrons (USPS), or any District of USPS, or any squadron, or any affiliate or subordinate unit of USPS, District, or Squadron), or being permitted to enter for any purpose any area in which USPS Event(s) are conducted, **EACH OF THE UNDERSIGNED** for himself/herself, his/her personal representatives, heirs and/or next of kin:

1. ACKNOWLEDGES, agrees and represents that he or she has or will, immediately upon entering any such area of USPS Event(s), and will continuously thereafter, inspect such area of entry and he or she further agrees and warrants that if at any time he or she feels or observes any thing or condition in the said area to be unsafe, he or she will immediately advise the officials of such thing or condition, and will leave the said area and/or refuse to participate in the USPS Event(s);

2. HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE the United States Power Squadrons (USPS), or District of USPS, or any squadron, affiliate or subordinate unit of USPS or District or squadron, and/or any officer, member or representative of the foregoing, or any spectators, all of which are jointly and sometimes referred to herein as the "Releasees," from **ANY AND ALL LIABILITY** to the undersigned, his or her personal representatives, assigns, heirs and/or next of kin, **FOR ANY AND ALL LOSS OR DAMAGE**, and any claim or demands therefore on account of **INJURY** to the undersigned's person or property, or resulting in the **DEATH** arising out of or related to the USPS Event(s) in any way whatsoever, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**;

3. HEREBY AGREES TO INDEMNIFY and SAVE AND HOLD HARMLESS the Releasees and each of them from any **LOSS, LIABILITY, DAMAGE OR COST** he or she may incur arising out of or related to the USPS Event(s) in any way **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**;

4. HEREBY ASSUMES full responsibility for **ANY RISK OF BODILY INJURY, DEATH or PROPERTY DAMAGE** arising out of or related to the USPS Event(s) in any way **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**;

5. HEREBY ACKNOWLEDGES that this USPS Event(s) may involve activities which are **DANGEROUS** and may involve a risk of personal injury to the participant of the USPS Event(s) and involve the risk of **DEATH, SERIOUS INJURY** and/or property damage. Each of the undersigned expressly acknowledges that injuries received may be compounded or **INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the Releasees;

6. HEREBY AGREES that this **RELEASEE, WAIVER OF LIABILITY, ASSUMPTION OF RISK and INDEMNITY AGREEMENT** extends to **ALL ACTS OF NEGLIGENCE** by the Releasees, including but not limited to **NEGLIGENT RESCUE OPERATIONS**, and is intended to be as broad and inclusive as is permitted by the laws of the United States of America, of the laws of _____ (and if multiple states are involved, the State of _____), and/or of the laws of the State having Jurisdiction, and that if any part or portion of this Agreement is held or determined to be invalid or without effect, it is *or* specifically agreed the entire balance thereof shall, notwithstanding, continue in full legal force and effect; and See the reverse side for additional important further provisions.

7. GRANTS permission to USPS and District and Squadron to use his or her voice, likeness and photographs, as well as photographs of his or her vessel or personal watercraft in publicity and/or promotional material in media of any kind or type whatsoever in the sole discretion of USPS and/or District and/or Squadron.

I HAVE READ, and/or HAS BEEN READ TO ME, this Release and Waiver of liability, Assumption of Risk and Indemnity Agreement in its entirety. I fully understand its terms and I understand that I HAVE GIVEN UP SUBSTANTIAL RIGHTS by signing it FREELY and VOLUNTARILY, without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and UNCONDITIONAL RELEASE OF ALL LIABILITY to the GREATEST EXTENT allowed by law, whether by signing on my own behalf or as the parent or guardian of a minor.

Legal Signature: _____

Signature of Spouse of Signing Party: _____

Date: _____

Print Name(s) _____

Address: _____

Parent or Guardian Legal Signature: _____

Print Name(s) of Minor(s) _____

Date: _____

Print Name: _____

and Address _____

Witness Signature: _____

Date(s) and Place(s) of USPS

Event(s): _____

Description of USPS Event: _____

CHARTER AGREEMENT

(Recommended for use on "federal" waters under US Coast Guard Jurisdiction)

This Agreement is entered into and made effective this _____ day of, 20____ between:

_____ (cruise company) herein after referred to as CARRIER and

_____ (squadron or district name) herein after referred to as CHARTERER.

Name of Chartered Vessel: _____

Country of Registry: _____

Date(s) of Charter: _____

Duration of Charter: _____ Max. Party #: _____

Boarding Location: _____

Boarding Time: _____ Departure Time: _____

Basic Charter fee: \$ _____

Deposit Paid: \$ _____

Balance Due: \$ _____

TERMS OF CHARTER

COSTS AND FEES: Any and all fees, taxes, costs, or charges to be made applicable to this Charter, in addition to the basic charter fee above, shall be set forth in Schedule "A" and attached hereto as a part of this Agreement. Any balance due for the basic charter fee (and any additional charges listed on Schedule "A") is set forth above and shall be paid in full to CARRIER not less than five business days before the charter date, unless paid by cash or official bank check at least one day prior thereto.

VESSEL AND SERVICE: CARRIER warrants that the chartered vessel is and shall be in full compliance, throughout the duration of the charter, with all U.S. Coast Guard regulations applicable to its size and weight and to the transport of the number of passengers indicated above, as well as with all federal, state and municipal laws, ordinances and regulations pertaining to the use and operation of the Vessel as chartered, including the provisions of the Americans With Disabilities Act.

CARRIER agrees to provide a duly qualified and fully licensed master/captain, and sufficient crew for the Vessel.

CHARTERER agrees to observe all federal, state, and municipal laws, ordinances and regulations as may generally pertain to charterers in connection with the use of the Vessel and transportation of passengers on board. CHARTERER further agrees that the Vessel shall not be used to transport merchandise or engage in any trade or business. CHARTERER further agrees to be: guided by the captain of the Vessel concerning the safe navigation of the Vessel, weather conditions, anchorages, and other pertinent technical matters. Accordingly, if in the opinion of the Captain, weather conditions, or other factors make it unsafe to navigate the vessel during the scheduled charter hours, the vessel shall not sail; and the event will be rescheduled for a future, mutually agreeable date, or a full refund shall be provided.

PASSENGER COUNT: CHARTERER shall provide CARRIER, not later than four (4) days prior to the charter date, with the final number of passengers which shall not exceed the maximum party number above listed.

INSURANCE: CARRIER agrees to obtain and maintain in force and effect on the charter date a general and marine liability insurance policy issued by a United States Insurance carrier, licensed to do business in each country, state or territory having jurisdiction over waters being navigated, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and one million I (\$1,000,000.00) per person, and which names as insureds there under, CHARTERER and the United States Power Squadrons®, a North Carolina non-profit corporation. The parties agree that any failure of compliance with the provisions of this paragraph shall be a material breach of this Agreement for which CHARTERER shall be entitled to terminate the Agreement and receive a full refund of all moneys paid to CARRIER.

INDEMNIFICATION: CHARTERER shall indemnify, protect, defend and hold CARRIER harmless from and against any and all loss, cost, damage, injury or expense, including without limitation, reasonable attorney's fees, directly and proximately caused by CHARTERER's activities or the conduct of its passengers.

SUCCESSORS AND ASSIGNS: The rights and obligations of the parties hereunder shall inure to the benefit of and be binding and enforceable upon, the respective successors, assigns and transferees of either party.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of without giving effect to the principle of conflict of laws thereof.

DRUG RESTRICTION: To the extent that CHARTERER becomes aware prior to departure of the unquestionable and unlawful use or possession of illegal drugs, including marijuana, by persons boarding the vessel to participate in CHARTERER's cruise or on board the Vessel prior to departure and CHARTERER knowingly fails to notify the Captain or take reasonable action to remove such individual from the vessel prior to departure, then such failure may result in immediate termination of the Charter with forfeiture of all moneys paid.

NOTICES: Any notice required to be given pursuant hereunder shall be deemed to have been duly given when mailed via certified mail, return receipt requested or by actual delivery, to the address set forth below or to such other address as the parties may so designate. .

NON-WAIVER: No delay, waiver, omission or forbearance on the part of any party hereto to exercise any right hereunder should constitute a waiver by such party to enforce such right at any time thereafter.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforced as if such provisions were not contained herein, the provisions of this Agreement being severable in any such instance.

IN WITNESS WHEREOF, CARRIER and CHARTERER have executed this agreement as of the effective day and year first above written.

CARRIER:

(Name of cruise company)

By: _____

(Duly authorized to act as agent herein)

Address: _____

CHARTERER:

(Name of USPS Squadron or District)

By: _____

(Commander or duly authorized designee)

Address: _____

**SCHEDULE A
LIST OF CHARGES**

BASIC CHARTER OF VESSEL \$ _____

BAR\$ _____

CATERING\$ _____

MUSIC\$ _____

DOCKAGE\$ _____

OVERTIME HOURS\$ _____

SERVICE CHARGE\$ _____

SUBTOTAL\$ _____

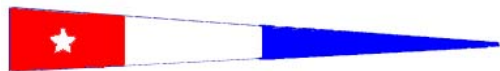
STATE SALES TAX\$ _____

LESS DEPOSIT\$ _____

BALANCE DUE\$ _____

ADDITIONAL TERMS: _____

United States Power Squadrons®
Squadron Activities Committee



CRUISE & RENDEZVOUS REGISTRATION

The preferred Online registration form is located at: http://www.usps.org/national/boatact/cr_rendform.html

A direct surface mail form is below:

<u>Form may be copied</u>	<u>Cruise & Rendezvous Information</u>	<u>Please Print or Type</u>
Type of Event	Sponsoring Squadron	District
Start and End Dates	Area	State(s)
Chairperson:		
Rank	Full Name	Grade
Address:		
Street / Box / Apt	City	State Zip
Phone: Day: () - Eve: () -		
E-Mail Address: _____		
Briefly describe type of activity as known at this time: _____		

Reservations, Deadline, if Any, _____		
Submitted by:		
Rank	Full Name	Grade Date
Address: _____ City: _____ State _____ Zip: _____		
Phone: Day: () - Eve: () -		

Mail Completed Form to:

**P/C Ken Mizell, AP
184 Lennoxville Point Rd
Beaufort, NC 28516-7810**

**H: 252-728-7779
B: 919-949-7876
Email: kmizell@nc.rr.com**

FLOAT PLAN

Complete this form before going boating and leave it with a responsible person who can be depended upon to notify the Coast Guard or other rescue organization if you should not return as scheduled.
Do NOT file this plan with the Coast Guard

Name of person reporting and telephone number _____

Name of boat owner _____

Description of boat: Type _____ Boat color _____ Canvas color _____

Power _____ or Sail _____ Registration No. _____

Length _____ Boat name _____ Make _____

Number of persons on board: Adults _____ Children _____

Safety equipment (check as appropriate)

Life preservers _____	Flares _____	Mirror _____	Horn _____	Smoke signals _____
Raft or dinghy _____	Epirb _____	Anchor _____	Extra food & water _____	
Radio: Yes/No _____	Type _____	Freq _____	Cell Phone _____	

Departure from _____ Destination _____

Leave (Date) _____ (Time) _____ Return (Date) _____ (Time) _____

But in no event later than (Date) _____ (Time) _____

Proposed route of travel _____

If not returned by (Date) _____ (Time) _____

Call the Coast Guard or _____ (Local Authority)

Telephone numbers _____

**IF YOU CHANGE YOUR PLANS FOR ANY REASON NOTIFY THE PERSON
HOLDING THIS FLOAT PLAN**

Furnished by
Squadron Activities Committee - United States Power Squadrons®
For information on Boating Classes in your vicinity call 1-888-367-8777



United States Power Squadrons®

On-the-Water Policy and Guidelines

On-The-Water Policy

The Operating Committee shall establish and amend from time to time guidelines for on-the-water boating activities undertaken by districts, squadrons and auxiliaries. Such guidelines shall be based on the insurance coverage obtained by USPS® from time to time and upon reasonable risk management principles.

On-The-Water Guidelines

(These Guidelines amended 9 March 2002.)

Our current national liability insurance policies cover regularly scheduled district, squadron and auxiliary sponsored activities. These may include on-the-water activities such as educational and instructional cruises, cooperative charting events, predicted log events, squadron and district cruises and rendezvous, boating safety demonstrations and publicity events, local harbor festivals and other civic and/or social events that further boat safety education. Since new policies of insurance are issued each year, there is no guarantee that this coverage will be continued. Every USPS member who is in charge of an on-the-water activity should verify that the activity in question will be adequately covered with appropriate insurance before proceeding with the activity. This should be done through the National Treasurer. It is important that the sponsored on-the-water activity be documented in the district, squadron or auxiliary's official records.

While insurance protection usually extends to national, district, squadron and auxiliary units, and the USPS members involved, there will always be two primary exceptions to this coverage. These are (1) the USPS insurer will not defend nor protect under any circumstances the vessel owner/operator from any liability claims arising as a result of an incident during the on-the-water event, and (2) the USPS insurer will not defend nor protect anyone, not even a squadron or the national organization, from any liability claims arising as a result of an incident occurring during the on-the-water event if any compensation is required by the owner of the vessel.

For this reason, the following shall apply to such activities:

Squadron member-owned vessel:

A district, squadron or auxiliary shall require member owners to provide proof of insurance. The member owner shall have underlying liability insurance coverage with limits of at least \$300,000, but it is suggested that the coverage be \$500,000. The member owner must not require any form of compensation or payment for the use of his or her boat for the activity; however, the voluntary sharing of the actual expenses of a voyage, by monetary contribution of fuel, food, beverage or other supplies has been determined to not constitute payment or consideration by the United States Congress as of October 1, 1999.

Chartered or Rented Vessels:

In the event a vessel will be chartered or rented from a commercial operator by a district, squadron or auxiliary, the district, squadron or auxiliary involved must enter into a written charter agreement in a form approved by the National Law Officer. This agreement must require that the commercial operator have in effect liability insurance with minimum coverage of \$1,000,000 per occurrence and \$1,000,000 per person. A standard form of a Charter Agreement is on file at National Headquarters or on the USPS Internet site.

Educational or Instructional Activities with members or non-members:

When a member is involved in a USPS, district, squadron or auxiliary sponsored educational or instructional on-the-water event, only the boat owner shall operate the vessel. If the boat owner becomes incapacitated for any reason the activity shall be terminated and the vessel returned to the nearest safe harbor. Only USPS member boats may be used for such activities, unless the vessel is a commercial vessel under an appropriate lease or charter agreement with minimum commercial general liability insurance coverage of \$1,000,000 per occurrence and \$1,000,000 per person provided by the commercial vessel naming USPS, its districts, squadrons and auxiliaries as additional named insureds. No beer, wine or liquor shall be provided, offered, furnished and or sold to any person on any such educational or instructional activity prior to or during such on-the-water activity. No predicted log contests, speed contests or any other contests shall be combined with or run in conjunction with an educational and or instructional cruise. The member's vessel or any commercial vessel used for an instructional and or educational on-the-water training event shall comply with all state and federal boating safety requirements and all vessel weight and capacity requirements as set forth by the vessel manufacturer shall be complied with at all times. No such event shall be undertaken outside of the waters of the United States or those of a state. The boat owner/operator and the instructor shall be different persons. That is to say the operator shall not participate in any instruction but shall keep his/her attention focused solely on boat operation.

Approved by the 17 May 2002 Governing Board

The United States Power Squadrons®



The United States Power Squadrons is the world's largest private, nonprofit boating organization.

Our members are boating families who contribute to their communities by promoting safe boating on the water and in the classroom.



Sharing our Knowledge

- USPS members enjoy more than 30 classroom and self-study courses in marine subjects from Seamanship and Piloting to GPS and Celestial navigation.
- Successfully completing the USPS Boating Course meets the educational requirements for boat operation in all states.
- The USPS Skipper Saver course teaches first mates how to handle emergencies.

Network of Friends and Fun

- Enjoy friendship and camaraderie on-the-water and off with fellow members who are skilled in boating.
- Cruises and rendezvous highlight on-the-water activities and complement shore side events like dinner parties and educational programs.
- Members are able to network with fellow members throughout the USA, Canada, Puerto Rico and the Virgin Islands, and USPS Port Captains help visiting members with route planning and local knowledge.
- USPS looks after the rights and desires of members in the U.S. Congress and state legislatures.



Giving Back to the Community



- Every squadron offers boating safety courses to the public several times each year.
- USPS members help the National Ocean Service keep nautical charts up to date.
- USPS has been honored by three U.S. Presidents for civic contributions and for educating more than 4 million boaters in the last half-century.
- USPS now performs, in conjunction with USCG Aux, courtesy vessel safety checks.

Becoming a member of USPS requires passing a boating safety course taught by a local squadron, or other acceptable courses, and applying for membership. For membership information or questions about our programs, please call us toll-free.

Nationwide course schedules are available by calling us at **1-888-FOR-USPS** (1-888-367-8777) or visiting the web site at <http://www.usps.org>