



PORTO MONTENEGRO  
YACHT CLUB

PORTO MONTENEGRO YACHT CLUB  
Gold Member Application Form

This form should be completed, dated and sent back to [pmyc@portomontenegro.com](mailto:pmyc@portomontenegro.com)

1. MEMBERSHIP DETAILS

MEMBERSHIP START DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ EXPIRY DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
TITLE:  MR  MRS  MS  MISS FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
MEMBERSHIP TERM:  1 YEAR

2. MEMBER DETAILS

MALE  FEMALE D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_ YEARS  
POSTAL ADDRESS: \_\_\_\_\_ TOWN: \_\_\_\_\_  
CITY: \_\_\_\_\_ COUNTRY: \_\_\_\_\_ POST CODE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
EMERGENCY CONTACT NAME: \_\_\_\_\_  
EMERGENCY CONTACT NUMBER: \_\_\_\_\_  
YACHT NAME: \_\_\_\_\_  
BERTH / APARTMENT NUMBER: \_\_\_\_\_ YACHT / BUILDING: \_\_\_\_\_  
ARE YOU A MEMBER OF ANOTHER CLUB (IF SO PLEASE STATE WHICH ONE): \_\_\_\_\_  
PLEASE GIVE A REASON FOR WANTING TO JOIN PMYC: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. FAMILY MEMBERS' DETAILS (UP TO 4 ONLY)

RELATIONSHIP: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
 MALE  FEMALE D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_ YEARS

RELATIONSHIP: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
 MALE  FEMALE D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_ YEARS

RELATIONSHIP: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
 MALE  FEMALE D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_ YEARS

RELATIONSHIP: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
 MALE  FEMALE D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_ YEARS

#### 4. PROPOSER'S DETAILS

I WISH TO PROPOSE THE ABOVE NAMED AS A CANDIDATE FOR ELECTION AS A MEMBER OF PMYC AND VOUCH FOR THE CANDIDATE'S FITNESS FOR THE CLUB. I AM A MEMBER OF PMYC.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### 5. CONDITIONS OF MEMBERSHIP

1. To abide by all rules of the PMYC.
2. To abide by all supplementary rules or instructions as issues where the applicant / dependent wishes to participate in an event organized by PMYC.
3. The PMYC parents and guardians will be responsible at all times for their dependents either on club property and on the water.
4. I have read the terms and conditions, and understand the risks. In essence, use common sense, think about your fellow users and enjoy the yacht club and its facilities.

#### 6. MEMBER DECLARATION & PAYMENT DETAILS

BEFORE SIGNING THIS DOCUMENT, I HAVE READ, UNDERSTAND THE RULES AND REGULATIONS AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF MEMBERSHIP AS DEFINED IN THIS MEMBERSHIP FORM AND KNOW THAT IT AFFECTS MY LEGAL RIGHTS.

I AGREE TO PAY THE FOLLOWING FEE:

MEMBERSHIP FEE IN FULL € \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### OFFICE USE ONLY

TOTAL FEES RECEIVED € \_\_\_\_\_ PAYMENT TYPE:  CASH  CREDIT  DIRECT DEBIT

STAFF INITIALS: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ MEMBERSHIP NUMBER: \_\_\_\_\_

MEMBERSHIP FEE IN FULL € \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## 8. TERMS & CONDITIONS

You understand and agree that your use of Porto Montenegro Yacht Club (PMYC) is entirely at your own risk and that our services are provided "As Is" and "As Available". PMYC does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the PMYC, information, content and/or materials delivered or placed in the PMYC.

Please remember that sailing involves risks, including the possibility of drowning, hyperthermia and physical injury. The fact that the PMYC may stage any particular race is in no way an endorsement of safety. Responsibility for going afloat rests with the helm and crew alone.

Boat race and/or regatta competitors must hold a valid and current certificate of insurance with adequate third party liability cover.

### **ACKNOWLEDGMENT OF RISKS, INJURY & OBLIGATIONS**

I acknowledge and understand that the activity I am to undertake is a potentially dangerous activity and that by participating in it I am exposed to certain risks. I may be injured, physically or mentally, or may die; My personal property may be lost or damaged; Other persons participating in such activity may cause me injury or may damage my property; I may cause injury to other persons or damage their property. The conditions in which the activity is conducted may vary without warning. I may be injured or suffer damage to my property as a result of the negligence or breach of contract with Adriatic Marinas; There may be no or inadequate facilities for treatment or transport if I am injured. I also understand that Children under the age of 16 are only permitted in the Yacht Club if accompanied by an adult at all times, or have permission to do so by the parent or guardian of the child.

### **RELEASE AND INDEMNITY**

I participate in the activity at my sole risk and responsibility.

I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, understand that I am relieving Adriatic Marina Services and its successors and assigns, and their directors, officers, partners, shareholders, employees, agents and affiliates of the Club, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss or damage caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

### **ADMINISTRATION**

Appropriate footwear & clothing must be worn.

Memberships are not refundable or transferable.

All equipment is cleaned and left in the condition it was found.

Shared club access with a non-member without them being accompanied will result in forfeiture of membership effective immediately.

Each member must respect other club users and behave in an appropriate manner at all times.

Adriatic Marinas Staff reserves the right rescind the rights of members not complying with the terms and conditions of the membership.

### **ACCESS CARDS (IF ALLOCATED)**

All members must bring their access card on each visit to the Club.

All members must register their attendance by swiping their access card at the appropriate reader for their level of membership, prior to entering the facility.

The loss or theft of a member's access card must be reported to Adriatic Marinas Services Staff Member as soon as possible in order to prevent its misuse.

Members can obtain a replacement card if an access card is lost or stolen. Replacement cards are available from reception at a cost determined by Adriatic Marina Services.

If an access card is faulty a replacement card will be issued at no cost to the member only upon return of the original faulty card.

### **JURISDICTION**

This contract shall be governed by and construed in accordance with laws of the Republic of Montenegro and all disputes and claims arising hereunder shall be subject to the exclusive jurisdiction of the Municipal court in Kotor. In the event that any of the terms of provisions of the contract are or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected. Captions are used in this Agreement for convenience only and will not be used in its construction or interpretation.

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