



APPLICATION FOR BML SMALL BOAT USE pg 1 of 3

Please Print or type:

Date _____

NAME: Last, First, Initial _____ ID # _____ Birthdate - Age _____
Sex _____

LOCAL ADDRESS: Street _____ City, State, Zip _____ Phone # _____
e-mail _____

(Please indicate place you will receive mail most quickly with an *)

CAMPUS ADDRESS: Street _____ City _____ State _____ Zip _____
Phone # _____

PERMANENT ADDRESS: Street _____ City _____ State _____ Zip _____
Phone # _____

PERSON TO CONTACT IN EMERGENCY:

_____ EXPECTED DATE OF GRADUATION _____

BOARD OF STUDIES/RESEARCH GROUP

UNDERGRADUATE___ GRADUATE___ (check one)

Students: _____
Print name of Chair/Major or Thesis Prof./Researcher _____ Department _____

Staff & Non-students: _____
Print name of Supervisor or Agency Administrator _____ Department/ORU _____

BML small boat operations are allowed only by those who need this tool in their work or study. Only a person working or studying under the auspices of UCD/BML is eligible to operate BML small boats.

•State your need to operate small boats at BML:

Experience:

Vessel Type/Size	Your role <small>(ex. Capt., deckhand, scientist, etc.)</small>	Number of Days/Dates	Area(s) of Operation
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Other Aquatic Experience (swimming, diving, surfing, kayaking, etc.):
STATEMENT OF UNDERSTANDING FOR BML SMALL BOAT OPERATOR

STANDARD: All areas of evaluation of prospective boat operators at UCD/BML are based upon the fundamental question: "Is this person performing in a satisfactory manner to plan, organize and carry out a safe boating operation, and clean and stow equipment, without direct supervision."

EVALUATION: Areas of evaluation include boat checkout, check-in (including washing and storing equipment), and operation (docking, turning, anchoring, "person-overboard" drill, radio communications, etc.) and a verbal or written review of information presented. Each area of evaluation must be passed to obtain authorization

AUTHORIZATION: The Diving/Boating Safety Officer will make a subjective decision at the end of the program and will inform you of your status.

Possible status upon completion of the program:

1. You may be fully authorized as a BML boat operator for a specific vessel type.
2. You may be given the option to complete specific additional activities in order to obtain BML authorization.
3. You may not receive any authorization.

RESPONSIBILITIES: You will have several responsibilities as a BML boat operator. These include:

1. Your individual responsibility for your own equipment and personal affects.
2. Your individual responsibility to return all boats and equipment in the same condition that you checked them out. You are responsible for all physical damages to boats or missing items, up to \$250, if in the opinion of BML, such damage was the result of the negligent operation of the boat. If equipment is returned and needs to be cleaned by BML staff, you may be charged for the time.
3. Your responsibility for your own safety and the safety of others around you.
4. Your responsibility for filing a cruise plan in advance of your proposed cruise plan, reserving equipment, returning equipment on time, reporting any damages or missing items and completing the appropriate boat logs.

STATEMENT: I have read, had explained to me, and understand the above.

Signature: _____ Date: _____

REQUIREMENTS FOR BML BOAT OPERATOR AUTHORIZATION

- Application/History of Boating.....Received _____
- Statement of Understanding/Waiver, Release and Indemnity..... Received _____
- BML Boating ExaminationReceived _____
- Certificate of Basic Boating Training (photocopy).....Received _____
- CPR/First Aid training verification (photocopy) Received _____
- Emergency contact formReceived _____
- Kayak Training.....Received _____
- Inflatable Training.....Received _____
- Cape Horn Training.....Received _____
- Klamath Training..... Received _____

I have read and understand the most recent edition of the UCD/BML Small Boat Manual.

Applicant signature

Date

Diving/Boating Safety Officer Signature

Date

UNIVERSITY OF CALIFORNIA AT DAVIS
BODEGA MARINE LABORATORY

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in scuba or free diving, vessel operations or small boat use, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of the Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in scuba or free diving, vessel operations or small boat use.

Signature of Participant

Date

Assumption of Risks: Participation in scuba or free diving, vessel operations or small boat use carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in vessel operations or small boat use. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in scuba or free diving, vessel operations or small boat use and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Date