



Encinal Yacht Club

Boat Charter and Liability Release & Waiver

Name of Charterer: _____

Parent/Responsible Adult Name: _____

Phone #: _____ Alternate Phone #: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Boat Charter Information

Boat Chartered: _____ **Hull #:** _____

_____ has permission to charter said equipment from _____ to _____.

Signature of Director: _____

<u>Equipment</u>	<u>Check Out</u>	<u>Check In</u>	<u>Damage</u>
Sails			
Main			
Jib			
Spinnaker (incl. sheets)			
Spars			
Spinnaker Pole			
Full Rig (including boom)			
Radial Rig (incl. boom)			
Splash Rig			
Opti Rig			
Boards			
Centerboard			
Rudder and Tiller			
Trailer	Lic. #: _____		
Dolly			

Rules

Upon chartering a boat from Encinal Yacht Club, the following rules will apply:

- ~~/~~ Charterer must be a youth sailor at Encinal Yacht Club
- ~~/~~ Charter fees must be paid, in full, at time of pickup of boat or equipment or charged to an Encinal Yacht Club account.
- ~~/~~ Charters are available on a first-come, first-served basis. Priority in chartering will be granted to club members, then participants in the program who are not members.
- ~~/~~ Either the charterer or a parent must be 18 years old and have a valid driver's license and insurance. Copies of both license and insurance must be submitted with the charter agreement.
- ~~/~~ It is the sole responsibility of the charterer to pay for any damaged incurred while sailing the boat. Should the boat be sailed in a rotational regatta, the charterer is responsible for collecting damages done to the boat while another team is sailing.

Waiver and Release

In consideration of the agreement of Encinal Yacht Club to charter a boat to _____, (hereby known as *charterer*), I agree to release, indemnify and hold harmless Encinal Yacht Club, its employees, members, directors, agents and insurers in the event of any accident or incident resulting in damage or injury during the charter period.

The charterer fully understands the risks associated with sailing and is familiar with the vessel or equipment being rented. The charterer also understands that this agreement is not a certification to use the vessel or equipment in all conditions and it is the duty of the charterer to only use the vessel or equipment in conditions in which they are capable. If the equipment or vessel is rented for use in racing, it is the responsibility of the charterer to assess if they are capable to handle the conditions, and in no way is the starting of a race by the race management an authorization or encouragement of the charterer to use the vessel in conditions in which they are not capable.

The charterer also is fully responsible for any expenses incurred due to damage, loss of property or personal injury suffered by Encinal Yacht Club, its members, any members of the charterer's party or any third parties resulting from the charterer's use of the vessel or equipment.

Should the charterer use a trailer, they are responsible for all damages incurred while the trailer is in their possession. The charterer understands that towing alters the handling characteristics of their vehicle and certifies that they are familiar with towing a trailer. The charterer acknowledges that their automobile insurance covers damage done while trailering.

The charterer acknowledges the above rules of rental from Encinal Yacht Club and agrees to comply. The charterer also understands that failure to do so may result in repercussions in Encinal Yacht Club, including loss of privileges and revocation of membership.

Signature of Charterer: _____ Date: _____

Signature of Parent (if under 18): _____ Date: _____