



## Bay of Quinte Yacht Club - Opti /Laser Charter Agreement

Name of Sailor: \_\_\_\_\_

Name of Parent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Hull #: \_\_\_\_\_ Sail #: \_\_\_\_\_

**Charters:** Charter Boats (Optimist & Laser) are available to charter for and throughout the season. We charter boats that can be competed at local and away regattas. If it becomes apparent that a boat will not pass class competition requirements we will let you know as we become aware of it. It is strongly encouraged that racers that wish to use high level race sails purchase their own personal sails.

### Hull & Sail # and check list to be completed on first day of program

Sailor and Parent hereby charter the Opti/ Laser described above ("Boat") for a term corresponding to Bay of Quinte Yacht Club's ("BQYC") 20 \_\_ Youth Racing Program commencing and ending on the dates set in each program (Spring/ Summer/ Fall/ Full Season).

The terms and conditions of the charter are set forth in this Charter Agreement ("Agreement") which states the entire agreement and supersedes any prior oral or written expressions relating to this Opti or Laser charter.

1. Sailor shall use, operate, and care for the Boat in a safe and seamanlike manner at all times. Sailor and crew shall wear a Transport Canada approved PFD at all times when in the Boat, and shall comply with all applicable government regulations and all rules of the Program.

2. Parent and Sailor represent that Sailor has competence, experience and strength to sail the Boat. Parent/guardian accepts that the sport of sailing and the conduct of the Program entail certain inherent risks, and, on behalf of the Sailor, parent/guardian accepts all risks on land and at sea of participation in the Program. Parent/guardian agrees to indemnify and hold the Club harmless from any claims, losses, liabilities or expenses, including legal expenses, resulting from injury or loss to person or property resulting from this charter or from sailing or transporting the Boat during the term of this Charter.

3. The parent/guardian understands that the use of the charter boat by the racer is always at the discretion of the coach and/ or Race Team Manager. At any time the racer may be asked to stop using the boat and return to shore if the conditions of sailing put either the racer or the equipment at risk. This decision is based upon the sailing conditions and the skills of the sailor. These decisions may not apply to all sailors at the same time. At no time is this decision to be debated by the racer or the parent/guardian as these stipulations are employed to ensure the safety of both the sailor and the equipment. Furthermore, any restriction on the use of a charter boat by either the coach or Race Team Manager does not in any way justify a refund in part or in whole of the charter fees.

4. Sailor will have the use of the Boat in connection with Sailor's participation in their class in the Program. Sailor must comply with Club's policy and have their Coach **and** the Race Team Manager's written permission to sail the Boat outside program hours (this is considered an exceptional event and only to occur under special circumstances and to be approved by the Sail Training Committee)

This means that the sailor may not use the boat at BQYC or remove the boat from the BQYC premises unless participating in a club-sanctioned activity as deemed by the Sail Training committee.

5. The Sailor's responsibilities and obligations in this Agreement shall apply to any boat used by Sailor in the Program in the event that Sailor shall use any boat other than the chartered boat at any time.

6. Sailor and Parent/guardian are responsible for any loss or damage to the Boat (other than normal wear and tear) and for loss or damage to any person or to any other boat or property caused by Sailor. Inspection will be completed by the Coach and/ or Race Team Manager at the beginning, throughout the season and at the completion of the chartering period.

7. Any damage or loss to the Boat used by Sailor in the Program/ Regatta shall be reported immediately to the Coach/ Race Team Manager. In the event of loss or damage resulting from any collisions, acts or events involving other boats or sailors during the Program, including all training and regatta events at club or away the sailor must notify their coach immediately. This is extremely important to determine protest and to collect facts of the event. Following the event a report shall be filed and the Coach and Race Team Manager shall make a determination as to the apportionment of responsibility for such damage or loss. Their findings and decision shall be final and binding on Sailor and Parent/guardian.

BQYC reserves the right to suspend or limit Sailor's use of the Boat if, in the opinion of the Coach or the Race Team Manager, the Sailor uses the Boat in an unsafe or careless fashion. No fees will be refunded.

8. The Charter Fee will be charged upon commencement of program, additional charges for any repair or replacement of missing parts for which Sailor is responsible under this Agreement will be applied and due no later than 15 days after the determination of responsibility for such damage of loss.

9. The terms and conditions of the BQYC Charter Agreement, which has been signed by Parent/guardian, shall apply to all activities under this Agreement;

10. Parent agrees that transport of the Boat to any Youth and Ontario Sailing regatta will be by the Club owned trailer (space permitting) or by towing the Boat on the Trailer behind (Roof topping acceptable) the Parent/guardian's automobile. All costs associated with transporting club equipment will be the responsibility of the charterer. Trailer insurance for BQYC owned trailers will be carried by BQYC and will follow the Parent's car. Parent confirms he/she has contacted his/her automobile insurance carrier to ensure that the automobile insurance policy in effect will cover parents' liability when towing the Boat.

12. Prior to first use of the Boat, Sailor will sign an Equipment Check List verifying the presence of all equipment associated with the Boat. At the end of the Program, the Boat will be inspected for damage and missing parts, and Sailor and Parent/guardian will be responsible for repair and replacement of everything on the Equipment Check List.

13. The Boat will be dry-sailed and stored on the Dolly on BQYC rigging area at a place designated by the Coach except when in permitted use at a regatta. After each use sails will be properly rolled and stored, the Boat will be fresh-water rinsed (if sailed in salt water) and properly tied down, and all equipment (rudder, tiller, spinnaker pole, etc.) will be properly stored.

14. ABSOLUTELY NO alterations, drilling of holes, equipment changes or replacements, repairs or bottom work (including sanding or painting) will be made to the Boat without the prior permission of the Coach and/ or Race Team Manager .

15. BQYC reserves the right, subject to the priority rights of the Sailor defined herein, to permit the use of the Boat, as directed or permitted on each occasion by the Coach or the Race Team Manager by individuals enrolled in the BQYC Program or members of BQYC. When being sailed by anyone other than Sailor, responsibility will be assumed by such person; the terms and conditions of the BQYC Charter Agreement will apply, and an inspection will be performed before and after the Boat is sailed to assure that loss or damage will be the responsibility of such person or the Club and not of the Sailor.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ in the City of Belleville.

NAME (please print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Sailor \_\_\_\_\_

BQYC Race Team Manager or designate \_\_\_\_\_

Charter Fee: Please complete the race team registration form for applicable fees and include a signed copy of this agreement. If you have already registered as a youth race team member please sign and date this form and submit payment for receipt – thank you

Date Received: \_\_\_\_\_ by \_\_\_\_\_