



# ROCHESTER YACHT CLUB LOCC Regatta Participation Waiver

1. We, the owners, operators and crew involved in an event or activity hosted or sponsored by the Rochester Yacht Club, understand that sailing involves inherent risks; it involves the operation of boats in close proximity to other boats on bodies of open water on which the conditions can be unpredictable. There is a risk of personal injury and property damage.
2. We have read RRS 4, Decision to Race, which states "*The responsibility for a boat's decision to participate in a race or to continue racing is hers alone.*" We acknowledge and agree that we are participating in this event entirely at our own risk and of our own desire and that we alone are responsible for our decision to participate in any given event or race.
3. We acknowledge and agree that the Rochester Yacht Club, its officers, directors, employees and the members and other individuals involved with planning or running this event, including the Race Committee members are not responsible for any damage to the entered boat or my other property, or any injury (including death) to myself or my crew, sustained as a result of our participation in this event.
4. We hereby waive any rights we may have to sue the race organizers, including the Rochester Yacht Club, its officers, directors, employees and the members and other individuals involved with planning or running this event, including the Race Committee and Regatta Committee members, with respect to any personal injury (including death) property damage, accident or loss, suffered by myself or my crew as a result of our participation in this event and hereby release said race organizers from any liability for such injury or damage to the fullest extent permitted by law.
5. If I am the owner or operator of the entered boat, I certify I have taken all steps to ensure that myself, my crew and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable and that the entered boat is properly maintained, in well-found seaworthy condition. Further, I certify that I maintain sufficient liability insurance to cover potential losses caused by our operation of this boat.
6. Lastly, we agree to reimburse the Rochester Yacht Club for any damage to its property resulting from our actions or the actions of our guests and crew.

**I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND AGREE TO ITS TERMS. If you do not understand the contents of this agreement, you are encouraged to seek legal counsel prior to signing this agreement.**

**Owner/Skipper Name:** \_\_\_\_\_

**Yacht Club:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Skipper (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Crew (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Regatta Fee: \$120 per Boat**

\_\_\_ Payment using RYC Club Member # \_\_\_\_\_

\_\_\_ Payment using Credit Card listed below

# Boat Charter Agreement

Rochester Yacht Club

5555 St Paul Blvd

Rochester, NY 14617

*Please legibly PRINT all information*

User Name (Skipper): \_\_\_\_\_

Crew Name: \_\_\_\_\_

Name (Lessee): \_\_\_\_\_ Phone #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Lessee E-mail Address: \_\_\_\_\_

**Charter Duration:** Start Date: 7/19/24 Return Date: 7/21/24

**Leased Boat & Charter Fee:** *\*\*\*Sails in good to very good condition and are included\*\*\**

     **Ideal 18 with Sails** (includes complete boat w/ mast, sails, spinnaker pole, rigging, boom, control lines, rudder, tiller w/ extension)

**Given Boat Hull Number:** \_\_\_\_\_ **(Office Use)**

**The assigned hull is your responsibility for the duration of the regatta.**

Lessee hereby agrees to charter the above named boat and equipment from the Rochester Yacht Club (RYC) It shall be chartered for use at the following Regatta ONLY:

     **Lake Ontario Challenge Cup**

**Damage &/or Late Fees:** The Lessee will be held financially responsible for the costs associated with the replacement or repair of the boat, for any damage, loss or theft of the boat, transport dolly and all equipment indicated above (mast, boom, rigging, foils, tiller, tiller extension, control lines, blocks, deck hardware, etc) during the period of this Charter Agreement, whether such damage or loss is caused by the User, Lessee or another while in the care and possession of the Lessee and User. Lessee, on behalf of itself and User, acknowledge that RYC makes no representations or warranties with regard to the condition or the fitness of the boat and/or equipment provided and therefore takes such boat and equipment in "as is" condition. The boat and equipment must be returned in the same condition as received, void of any tape residue, hull numbers, scratches, salt, sand and dirt, or defacing markings not previously documented at the start of the charter by RYC and the Lessee. To this end, the Lessee must provide a valid credit card number as deposit before they may take delivery of any boat and associated equipment. In the event of damage, loss or theft of any chartered boat or equipment or non-compliance with this charter agreement, the expense incurred by RYC in replacing or repairing the loss or damage will be charged to this card, unless another method of payment is agreed upon. Also, unless advance permission is provided by RYC, a late return shall result in a charge to the card below at the rate of \$40/day beginning the first day following the return date specified above, and/or until the inspection upon return can be completed.

Name Appearing on Credit Card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Visa, Mastercard or Amex #: \_\_\_\_\_ SEC code on back: \_\_\_\_\_

The cost of damaged or missing equipment shall be determined by RYC within a reasonable time following boat return and inspection so that RYC can have such damage or loss assessed by a mechanic or marine professional.

The Lessee understands and agrees that wet or dry sanding of the boat's hull, foils or other equipment is strictly prohibited. Also, the Lessee or User shall not tow (with another vessel) the chartered boat at more than five (5) knots, as it may cause significant structural damage to the boat. If Lessee or User violates this provision, Lessee will be charged a liquidated damage charge of Five Hundred (\$500) dollars for a Laser or Opti, and Seven Hundred Fifty (\$750) for a 420.

I, \_\_\_\_\_, Lessee, have read this entire agreement and understand its content and my obligations to RYC for this charter. I am fully aware that RYC assumes no liability for injury or death sustained in conjunction with use of the chartered boat and/or equipment. As sailing is an inherently dangerous sport, those choosing to participate in this type of activity do so at their own risk. The Lessee, on behalf of itself and the User, agree to indemnify, hold harmless, release, acquit and forever discharge RYC from any claim, cause of action, suit, demand, proceeding, damage, judgement and liability, including reasonable attorney fees and court costs, arising from or in connection with the Lessee's or User's possession, use and return of the chartered boat and equipment. This is a legal and binding contract between the Lessee and RYC and it supercedes any and all other agreements or representations made by RYC and/or Lessee. RYC charters are not supplied with any liability or damage insurance. If this is desired, the Lessee must secure it from a third-party provider and provide a copy of these documents to RYC for file purposes.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

RYC Representative: \_\_\_\_\_ Date: \_\_\_\_\_

*Inspection Completed and all in order, Date: \_\_\_\_\_ by: \_\_\_\_\_ for RYC*