



Morningside Yacht Club

Optimist Charter and Liability Release Waiver

Name of Sailor:		Sailor's D.O.B.
Parent/Guardian Name:		Home Yacht Club:
Mobile:	Email Address:	
Address:		
Suburb:	State:	Postcode:

<u>Office Use Only</u>																
MYC Opti Hull/Sail #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Agreement Signed:	YES		NO													
Amendments made in SailSys:	<input type="checkbox"/> REQUESTED <input type="checkbox"/> AMENDED															
Signature:	_____								Date:	___ / ___ / ___						

Provided:

- Hull
- Sail (attached to mast & boom)
- Sprit
- Rudder
- Centreboard
- Bailer x 1
- Paddle x 1
- Tow rope x



Waiver and Release

In consideration of the agreement of Mornington Yacht Club to charter a boat to _____, (hereby known as Charterer), I agree to release, indemnify and hold harmless Mornington 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 shall maintain the Chartered Opti clean and presentable and in the same condition of repair as accepted at the beginning of the Charter Term.

The Charterer fully understands the risks associated with sailing and is familiar with the vessel or equipment being rented. The Charterer also understands 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 Mornington 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.

The Charterer is fully responsible for any expenses related to an insurance claim by another party whereby the Charterer was at fault. The party responsible for paying for damages incurred can be determined by the parties involved and at least one of Mornington Yacht Club Greenfleet coaches, or any registered course boat who witnessed the event. In the event that the accident was not witnessed by a third party, the two parties involved will provide information of their perspectives of what occurred to an appropriate coach or a convened sub-committee of the Race Committee who will determine the party at fault according to The Racing Rules of Sailing (RRS).

The Charterer acknowledges the above rules of charter and rental from Mornington Yacht Club and agrees to comply.

Name of Charterer: _____ Date: _____

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