

**Oshkosh Yacht Club
Charter Agreement and Liability Release Waiver**

Name of Sailor ("Charterer"): _____

Name of Parent/Responsible Adult: _____

Phone Number: _____

E-mail: _____

Address: _____

PROOF OF INSURANCE MUST BE PROVIDED PRIOR TO CHECKOUT

Equipment Check List

_____ Hull _____ Spar _____ Blades

The combination of the foregoing shall be referred to herein as the "Chartered Boat" or "Charter Boat."

Rules

1. Charterer must be a youth sailor with the Oshkosh Yacht Club Sailing School ("OYCSS") or participating in a OYCSS sponsored clinic or event.
2. Charter boats are available only to Oshkosh Yacht Club ("OYC") racing members.
3. Charter boats are available on a first-come, first-serve basis. Priority in chartering will be granted based on the Charterer's tenure with the OYCSS.

Waiver and Release

In consideration of the agreement of the OYC to charter a boat to Charterer, Charterer AGREES TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the OYC, its employees, members, board members, or its agents (collectively, the "Released Parties") FROM ANY AND ALL LIABILITY, CLAIMS OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS OR DEATH AND CHARTERER ASSUMES ALL RISKS OF INJURY, ILLNESS, OR DEATH, AS A RESULT OF CHARTERERS USE OF THE CHARTERED BOAT. Charterer agrees that the foregoing does not release any reckless or intentional acts of the Released Parties but is intended to extend to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion of this waiver and release is held invalid, it is agreed that the balance shall continue in full force and effect.

The Charterer shall maintain the charter boat and equipment and return the same in the condition and repair as accepted by Charterer. At all times Charterer shall maintain insurance to cover the Chartered Boat naming the OYC as an insured. The OYC makes no representation or warranty of any kind, nature or description, written or oral, expressed or implied, with respect to the boat and equipment including, without limitation, the condition of the boat and equipment, its merchantability or its fitness for any particular purpose, As to OYC, therefore, Charterer expressly agrees that Charterer leases the equipment "As Is".

The Charterer fully understands the risks associated with sailing and is familiar with the charter boat or equipment. The Charterer also understands it is the duty of the Charterer to only use the charter boat or equipment in conditions in which they are capable and in a manner that applies with all rules and regulations of the U.S. Coast Guard and the state of operation while operating the charter boat. 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 charter boat in conditions in which they are not capable. Charterer shall be solely responsible for the safe and careful use of the Chartered Boat.

Charterer has examined the Chartered Boat prior to taking possession, and finds it to be in good condition. The Charterer also is fully responsible for any expenses incurred due to damage, loss of property or personal injury suffered by the OYC, its members, any members of the Charterer's party or any third parties resulting from the Charterer's use of the charter boat or equipment.

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

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY SET FORTH HEREIN TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

Signature of Charterer: _____

Signature of Parent/Responsible Adult (if under 18): _____