



DYC Junior Sailing Club, Inc.

Sailboat Charter Agreement

**THIS AGREEMENT is between DYC Junior Sailing Club, INC., a registered Colorado nonprofit corporation
"Owner" and "Charterer" are identified below and subject to the terms and conditions as follows:**

- 1.) The Charterer represents and certifies to the Owner that Charterer understands and accepts all liability for the operation of the chartered vessel during the period of the charter and agrees to save and hold harmless the Owner, DYC Junior Sailing Club, the Town of Dillon, the State of Colorado (the "State"), and the United States, Department of Army ("United States") and their respective agents, employees, contractors, and insurers for any personal injury, death or property damage suffered by any person as a result of the Charterer's operation of the vessel.
- 2.) The Charterer acknowledges that power or sail boating may represent certain risks of injury, property damage, or loss of life. Charterer represents to Owner that Charterer has sufficient knowledge, training and skill to operate the vessel and the Charterer, being aware of the risks attendant thereto, considers the risks reasonable, accepts all such risks, and agrees to hold the Owner harmless for any and all claims thereof.
- 3.) The Charterer acknowledges that while Charterer is entitled to direct navigation of the vessel, the Charterer shall not remove the vessel from the Dillon Reservoir, and further agrees upon conclusion of the charter to return the vessel to the Owner at The Dillon Marina.
- 4.) The Charterer hereby releases and agrees to indemnify and defend the Owner, DYC Junior Sailing Club, Town of Dillon, the State, the United States, and their respective agents, employees, contractors and insurers or any and all claims, actions, suits, judgements, liabilities, penalties, fines, costs and expenses (including attorney's fees) and any and all damages of every kind of nature, incurred, claimed or asserted by or on behalf of any person upon injury to or in death of any person or loss or damage to property: (I) arising out of the act, omission, negligence, willful misconduct or reckless conduct of Charterer and his/her guests; (II) arising out of or connected with, directly or indirectly, the operation of the vessel; or (III) arising out of a breach by Charterer of any term of condition of this Agreement. Charter acknowledges that the Owner's insurance on said vessel covers certain types of hull damage only and does not provide coverage for the Charterer's liability of obligations hereunder.
- 5.) Any damage done to the chartered vessel may result in the Charterer being held responsible for the full payment of damages or charges for the replacement of equipment. An assessment of damages will be made by Owner as soon as reasonable. Owner will invoice the Charterer accordingly.

Event: _____

Name: _____

Address:

Email: _____ **Phone:** _____ **Boat Type: Laser:** _____ **RS Tera:** _____

Damage: Persons chartering a boat will be held responsible for all damage, loss or theft to the dolly, the trailer, the boat, or the additional equipment that they have chartered, including blades, spars, sails or any other component thereof which was part of the charter. The boat and equipment chartered are new or like new and must be returned in the same condition as received, void of any tape or tape residue, hull numbers, scratches, salt and sand, or defacing markings. In the event of damage, loss or theft of any charter equipment or non-compliance to the charter agreement, the expense incurred in replacing or repairing of the damage will be charged to the Charterer.

I, _____, have read this entire agreement and understand my obligations to DYC Junior Sailing Club for this charter and understand the penalties that will be incurred if I fail to adhere to this agreement. I am fully aware that DYC Junior Sailing Club assumes no liability for injury or death sustained in conjunction with use of the chartered boat, equipment or dolly, as sailboat racing is an inherently dangerous sport and those choosing to participate in this type of activity do so at their own risk.

Signature _____

Date _____