



INDIAN HARBOR YACHT CLUB
420 CHARTER AGREEMENT

Name of Sailor: _____

Name of Parent: _____

Address: _____

Home Phone: _____ Email: _____

Name of Co-Charterer: _____
(Co-Charterer shall execute separate charter agreement)

Hull #: _____ Sail #: _____ Trailer CT License _____

Charter Fee: \$725 per sailor
(Hull & Sail # and check list to be completed on first day of program)

Sailor and Parent hereby charter the 420 described above ("Boat") and the trailer described above ("Trailer") for a term corresponding to Indian Harbor Yacht Club's ("IHYC") 2011 Junior Sailing Program ("Program") commencing on June 27th and ending on August 19th, 2011. 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 420 charter.

1. Sailor shall use, operate, and care for the Boat in a safe and seamanlike manner at all times. Sailor and his crew shall wear a USCG approved PFD at all times when in the Boat, and shall comply with all applicable government regulations and all rules of the Program, the JSA of LIS, and U.S. Sailing.
2. Parent and Sailor represent that Sailor has competence, experience and strength to sail the Boat. Parent accepts that the sport of sailing and the conduct of the Program entail and are subject to certain inherent risks, and, on behalf of the Sailor, Parent accepts all risks on land and at sea of participation in the Program. Parent 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. Sailor will have the unrestricted use of the Boat in connection with Sailor's participation in *their class in the 2011 Program*. Sailor must comply with Club's policy and have Head Instructor's and the Club's Fleet Captain's permission to sail the Boat outside program hours. The Club reserves the right to use the Boat outside *the participants Class* hours. Priority of usage will be given to *the chartering* Sailor for use of the Boat outside Program hours and for 2011 JSA Regatta Calendar events.
4. The Sailor's responsibilities and obligations in this Agreement shall apply to any 420 used by Sailor in the Program in the event that Sailor shall use any 420 other than the chartered Boat at any time.
6. Sailor and Parent 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; *provided, however, that* IHYC will maintain insurance on the Boat (IHYC Policy) and the liability of Parent will be limited to any costs, losses or liabilities to persons or property caused by acts or injuries which are deductible from or excluded from coverage under the IHYC Policy.
7. Any damage or loss to the Boat and any other 420 used by Sailor in the Program shall be reported immediately to the Head Instructor. In the event of loss or damage resulting from acts or events involving other boats or sailors during the Program, the Head Instructor and Program Co-Chairs 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.
8. The Charter Fee will be charged to the IHYC Member or Non-Member Junior Sailing account, as will charges for any repair or replacement of missing parts for which Sailor is responsible under this Agreement.
9. The terms and conditions of the 2011 JSA Waiver Agreement, which has been signed by Parent and a copy of which is attached hereto, shall apply to all activities under this Agreement;
10. Parent agrees that transport of the Boat to any JSA and US Sailing regatta will be by towing the Boat on the Trailer behind the Parent's automobile. The Trailer will be registered to IHYC by IHYC. Trailer insurance will be carried by IHYC and will follow the Parent's car. Proof of IHYC insurance on Trailer will be provided to Parent. 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.
11. 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 will be responsible for repair and replacement of everything on the Equipment Check List.
12. The Boat will be drysailed and stored on the Trailer in the IHYC parking lot at a place designated by the Head Instructor 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 and properly tied down, and all equipment (rudder, tiller, spinnaker pole, etc.) will be properly stored;

13. 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 Head Instructor.

14. IHYC reserves the right to suspend or limit Sailor's use of the Boat if, in the opinion of the Head Instructor or the Program Chairs, Sailor uses the Boat in an unsafe or careless fashion. Except during the hours of the Program, IHYC reserve 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 Head Instructor or the Sailing Director by individuals enrolled in the IHYC Program or members of IHYC. When being sailed by anyone other than Sailor, responsibility will be assumed by such person; the terms and conditions of the 2011 JSA Waiver Agreement or 2011 IHYC Waiver 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.

15. This Agreement does not govern the conduct of the Sailor as a member of the Program and does not limit Sailor's responsibilities and obligations while participating in the Program.

Agreed to:

Parent	Date	Sailor	Date
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IHYC Representative	Date
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Indian Harbor Junior Yacht Club

420 Charter Checklist

Name of Sailor _____

Hull # _____ Sail # _____

- | | |
|--|---|
| <input type="checkbox"/> HULL | <input type="checkbox"/> BOOM |
| <input type="checkbox"/> Hiking Straps | <input type="checkbox"/> Mainsheet Blocks (2) |
| <input type="checkbox"/> Locker Covers | <input type="checkbox"/> Outhaul |
| <input type="checkbox"/> Spinnaker Turtle | <input type="checkbox"/> Boom Vang Blocks and Rope |
| <input type="checkbox"/> Centerboard Control Line (installed) | <input type="checkbox"/> SPINNAKER POLE |
| <input type="checkbox"/> Centerboard Hold Down/Shock
Cord (installed) | <input type="checkbox"/> RUDDER ASSEMBLY |
| <input type="checkbox"/> Mainsheet Bridle and Block
(installed) | <input type="checkbox"/> Rudder |
| <input type="checkbox"/> Capsize Retrieval System (installed) | <input type="checkbox"/> Rudderhead |
| <input type="checkbox"/> MAST | <input type="checkbox"/> Tiller with Cleat and Hiking Stick |
| <input type="checkbox"/> Headstay | <input type="checkbox"/> Trim Hold Down Line |
| <input type="checkbox"/> Shrouds (2) with Adjusters | <input type="checkbox"/> Preventer Pin and Lanyard |
| <input type="checkbox"/> Spreaders (2) | <input type="checkbox"/> SAILS |
| <input type="checkbox"/> Main Halyard | <input type="checkbox"/> Mainsail with Sail Number |
| <input type="checkbox"/> Wire | <input type="checkbox"/> Mainsail Sail Bag |
| <input type="checkbox"/> Rope Tail | <input type="checkbox"/> Jib with Tack Shackle and Sheets |
| <input type="checkbox"/> Jib Halyard | <input type="checkbox"/> Spinnaker with Sail Number |
| <input type="checkbox"/> Spinnaker Halyard | <input type="checkbox"/> Spinnaker Sail Bag |
| <input type="checkbox"/> Spinnaker Toppinglift with
Snaphook | <input type="checkbox"/> ROPE PACKAGE |
| <input type="checkbox"/> Spinnaker Downhall/Shock Cord | <input type="checkbox"/> Main sheet |
| <input type="checkbox"/> Mainstay Cunningham | <input type="checkbox"/> Spinnaker Sheets (2) |
| | <input type="checkbox"/> Tow Line |

IHYC: _____

Sailor/Parent: _____

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