



Carlyle Sailing Association
Philippi Harbor, Eldon Hazlet State Park
Carlyle, Illinois
618-594-3622 - www.csa-sailing.org
SAILBOAT RENTAL AGREEMENT



I. Renters

(1) Name: _____ Date: _____

Address: Street: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Driver's License #: _____ State: _____

(2) Name: _____ Date: _____

Address: Street: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Driver's License #: _____ State: _____

II. Boat & Passengers

Boat (Max. Passengers): Catamaran - Hobie Wave (3) Monohull - Capri 16 (4)
 Monohull - Flying Scott (4) Monohull - San Juan 21 (6)

III. Rental Fees

		Non-Member	Member	Reservation Deposit
Half Day:	9:00AM-12:30PM or 1:00PM-4:30PM*	\$80	\$50	\$50
<i>*Times slots are established for reservations. 3.5 hour time slots are available at any time on the day of the rental, subject to availability</i>				
Full Day:	9:00AM-4:30PM	\$145	\$90	\$50

The Boat is available on Friday, Saturday and Sunday. Weekday rentals are available by appointment only. All Rentals are subject to availability of boats and staff. All rentals are due back by 4:30PM. The Renter is responsible for the Rental Fee upon acceptance of the Boat. In the event the boat is not returned at time specified herein, Renter shall pay for overtime at rate of \$50.00 per each half-hour.

IV. Reservation

Dates Rented: _____ through _____

Reservation Deposit: \$ _____ Rental Fee: _____ Security Deposit: \$500.00

V. Qualification

The Renter certified that he/she is experienced and capable in all aspects of the handling and operation of the Boat, and:

is prequalified; passed a written assessment; or passed an on-the-water evaluation.

VI. Credit Card

MasterCard Visa Number: _____ Exp.: _____
 Discovery American Express Security Code (3-Digit): _____

Credit card payments will be processed using Square. THERE IS A 3% SURCHARGE FOR ALL FINAL PAYMENTS MADE VIA CREDIT CARD.

VII. Signature

I AUTHORIZE MY CREDIT CARD, TO BE CHARGED (A) FOR THE DEPOSITS DESCRIBED ABOVE, (B) FOR ANY DAMAGE TO OR LOSS OF THE BOAT AND/OR OTHER EQUIPMENT; AND (C) THE RENTAL FEES. Renter agrees that he/she has read this Agreement in its entirety, understands and agrees to all rules, terms and conditions, including the Waiver and Release.

By: _____ Date: _____

By: _____ Date: _____

VIII. TERMS AND CONDITIONS.

In consideration of the Rental Fees and covenants set forth in this Agreement, the Carlyle Sailing Association (the "CSA") agrees to lease to the undersigned Renter the boat and equipment described herein on the following terms and conditions:

- 1. Operation and Use of the Boat.** The undersigned Renter certifies that he/she is experienced and capable in all aspects of the handling and operation of the Boat. The Renter covenants and agrees that the boat will be operated in a safe, prudent, and conscientious manner and in accordance with all applicable laws, rules and regulations, including the CSA Rental Rules (page 3). Renter acknowledges responsibility for the safe and proper behavior of all Passengers, and for the safety and welfare of the Passengers, personal property and other persons. Renter agrees not to, nor permit or suffer any other person to, operate or use the Boat under the influence of alcohol or a controlled substance. A LIFE JACKET MUST BE WORN AT ALL TIMES BY THE RENTER AND ALL PASSENGERS DURING USE OF THE BOAT.
- 2. Rental Fees and Late Fees.** Rental fees are set forth on the first page of this Agreement. The Renter is responsible for the entire Rental Fee upon acceptance of the Boat. Except as set forth in Section 6, there are no refunds of the Rental Fee, regardless of actual usage or imperfect weather conditions. In the event the boat is not returned at time specified herein, Renter shall pay for overtime at rate of \$50.00 per each half-hour.
- 3. Reservation Deposit:** Reservations require a deposit of \$50.00 per day per Boat. The deposit can be placed on a major credit card or be held in cash. The Deposit will be placed on the Renter's credit card and applied against the Rental Fee. In the event the Renter cancels the reservation inside five (5) days or otherwise fails to show up for the reservation, the deposit will be forfeited unless the boat can be re-rented; provided, however, in the event the Reservation is terminated by the CSA prior to acceptance of the Boat for any reason (in the sole and absolute discretion of the CSA), including without limitation, inclement weather, equipment breakdown, or lack of necessary experience, Renter will receive a full refund of the reservation deposit.
- 4. Damage and Security Deposit:** The Renter assumes the risk of and shall be responsible for any damage caused to the Boat during the rental period. Upon arrival, a security deposit of \$500.00 will be required, which is *in addition to* Reservation Deposit. The deposit can be placed on a major credit card or be held in cash. The security deposit will be returned after the boat is inspected for damage and rental fee is paid in full. In the event the Boat or other equipment is not returned free of garbage and debris, and in as good condition as when received (reasonable wear and tear and documented preexisting problems excluded) or if the Boat or any part thereof is otherwise damaged, missing, or broken, the security deposit shall be retained by the CSA in partial satisfaction of such damages, regardless of the cause of such damage or the culpability of the Renter. To the extent the estimated cost of repairing the damage or replacing any equipment exceeds the amount of the Security Deposit, Renter hereby authorizes the CSA to charge the additional damages to the Renter's Credit Card.
- 5. Condition of Boat.** THE RENTER ACKNOWLEDGES HE/SHE HAS CAREFULLY EXAMINED THE BOAT (AND RELATED EQUIPMENT) AND FINDS IT SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED, AND THAT THE CSA MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE BOAT. The Renter shall inspect the Boat before acceptance and (b) notify the CSA if the Boat has damage or problems. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the Boat the Renter will immediately report it to the CSA, and the Renter shall the right to terminate. Continued use of the Boat shall entirely at the Renter's risk and thus Renter assumes all liability of injury and damage to all persons and property that may become involved by its continued use.
- 6. Termination.** The CSA may terminate the Agreement at any time at its sole and absolute discretion. Upon termination the Renter must return the boat to the CSA immediately. The Renter will receive a pro-rata refund of the Rental Fee if the Agreement is terminated due to unsafe weather conditions, equipment breakdown or otherwise; provided, however, the Renter will receive no refund of the Rental Fee if at any time the CSA determines that Renter has engaged in an unsafe or negligent use of the Boat (in the sole and absolute discretion of the CSA), or otherwise violated the terms of this Agreement.
- 7. Assumption of Risk and Release.** Renter agrees that he/she will disclose to the CSA all potential Passengers of the Boat. The Renter and all Passengers (as well as the parent or guardian of any Passenger who is a minor) must sign the Waiver and Release. Renter further agrees that in the event that he/she fails to notify the CSA of all potential Passengers of the Boat, or if any Passenger fails to sign the Waiver and Release, he/she will be personally liable for any damages to the individuals, even if such damages arise out of the negligence or fault of CSA.
- 8. Indemnity.** THE RENTER HEREBY ACCEPTS FOR LIABILITY FOR, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CSA (AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND ANY OTHER PERSONS ASSOCIATED IN ANY WAY WITH THE CSA) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, DAMAGES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) INCLUDING WITHOUT LIMITATION, CLAIMS FOR DEATH, PERSONAL INJURIES, OR PROPERTY DAMAGES TO ANY PASSENGER OR OTHER THIRD PARTY (COLLECTIVELY, "CLAIMS"), INCURRED IN CONNECTION WITH OR ARISING OUT OF RENTER'S BREACH OF THIS AGREEMENT OR THE RENTAL OR USE OF THE BOAT BY THE RENTER, REGARDLESS OF WHETHER SUCH CLAIMS ARE CAUSED BY THE NEGLIGENCE OF THE CSA.
- 9. Miscellaneous.** This Agreement sets forth the entire agreement between the parties in regard to the subject matter hereof, and that there are no representations, warranties, or covenants other than those expressly set forth herein. The provisions of this Agreement may only be waived, amended or modified in writing by all parties. If there is more than one Renter, each Renter is jointly and severally liable for all of the obligations and sums due under this Agreement. This Agreement shall be governed by the internal laws of Missouri. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in St. Louis County, Missouri. All terms and provisions of this Agreement shall be binding upon the parties and their respective heirs, successors, representatives, agents and assigns. If any term of this Agreement is held by a court of competent jurisdiction to be void or enforceable, such provision shall be deemed fully severable, and the remainder of the Agreement shall remain in full force and effect.

Renter's Initials: _____



IX. RULES OF CONDUCT.

At all times during the term of this Agreement, the Renter shall abide by the following Rules and shall ensure that all Passengers abide Failure to abide by these Rules shall be deemed a breach of this Agreement, and the CSA shall be authorized to terminate this Agreement and retain the Rental Fee.

1. The operation of the Boat is restricted to the hours set forth on the fifth page of this Agreement. In the event of a multi-day rental, the Boat must be returned each at such time on each day. In order to avoid Late Fees, please allow plenty of time to return to the CSA.
2. Only the authorized Renter is authorized to drive/operate the Boat. Only the Passengers are authorized to use or ride in the Boat. NO RENTER OR PASSENGER IS AUTHORIZED TO USE THE BOAT UNLESS SUCH PERSON HAS SIGNED THE WAIVER AND RELEASE.
3. No person shall use the Boat while under the influence of alcohol, narcotics, or any other drugs or is otherwise impaired.
4. The Renter shall at times keep and operate the Boat within sight of the CSA.
5. No dogs or other pets shall be taken aboard the Boat.
6. The Renter shall not operate the Boat in a negligent or imprudent manner or in disregard for the safety to the Passengers or persons or damage to any property.
7. The Renter shall not moor or fasten the boat to a lawfully placed navigation buoy except in the case of emergency.
8. THE RENTER AND ALL PASSENGERS MUST AT ALL TIMES WEAR A UNITED STATES COAST GUARD APPROVED LIFE JACKET.
9. Renter agrees not to carry more passengers that as set forth on the first page.
10. No person shall fish or hunt from the Boat.
11. The Renter is encouraged to keep a mobile phone aboard the boat. Dry bags are available from the CSA. In the event of an non- medical emergency, please dial the CSA at 618-632-0712. In the event of a medical emergency, please 911.
12. If you require a tow back to the CSA, you will be responsible for all applicable costs and expenses. The CSA charges \$100 per tow. The CSA reserves the right to refer your tow request to a third-party tow service.
13. Raise all submerged foils (e.g., centerboard and rudder) prior to entering shallow waters.

Renter's Initials: _____

REV 160427



X. WAIVER AND RELEASE.

For and in consideration of use of the Boat, the undersigned Renter and Passengers (collectively, the "Participants"), and if any such Participant is a minor, the minor's parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively the, "Releasers"), do hereby agree and consent to the following:

1. Assumption of Risks. The Participants do hereby acknowledge and agree that (a) the USE OF THE BOAT INVOLVES THE RISK AND DANGER OF PROPERTY DAMAGE AND/OR MORTAL OR SERIOUS BODILY INJURY; (b) the cause of such risks include, but are not limited to, by the actions or inactions of the Releasers, the actions or inactions of others boaters, changing conditions, inclement weather, exposure to the elements, collision or capsize, drowning, the condition or malfunctions of the Boat, or the negligence of the Released Parties; and (c) there may be other risks not readily foreseeable at this time. THE PARTICIPANTS FULLY ACCEPT AND ASSUME ALL SUCH RISKS and all responsibility for any losses, costs and damages incurred by the Participant as a result of his/her use of the Boat, EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF THE CSA. The Participants acknowledge, agree and represent that they are familiar with safe operation of the Boat and physically capable of using the Boat. Renter acknowledges that Operator rents the Boat and equipment only and does not provide consulting, advice, expertise, or opinions as to the proper control and operation of the Boat or compliance with the applicable laws or regulations.

2. Release. The Releasers do hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the CSA, its affiliates, and their respective directors, officers, members, employees, volunteers, agents, representatives, successors and assigns, and any other persons associated in any way with the CSA (collectively, the "Released Parties"), from any and all claims, demands, damages, judgments, executions, or causes of action, present or future, known or unknown, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss a Participant may sustain, in any way arising out of or in connection with the Participant's use of any of the Boat or the CSA's premises, facilities or equipment, howsoever caused, including, without limitation, THE NEGLIGENCE OF THE RELEASED PARTIES. All personal property kept, placed or left on or about the premises of the CSA or used in connection with the Sailing Activities shall be at the sole risk of the Releasers and the Released Parties shall have no responsibility for such loss, theft, or damage to any such personal property. This Waiver and Release does not apply to gross negligence or intentional torts by Adventure Boat Rentals.

3. Interpretation. THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY (INCLUDING LIABILITY THAT ARISES OUT OF NEGLIGENCE ON THE PART OF ANY RELEASED PARTY) TO THE GREATEST EXTENT ALLOWED BY LAW. The Releasers agree that this Release and Waiver shall be governed and construed in accordance with the law of the State of Missouri. If any portion of this Release is held to be invalid, the remaining provisions shall continue in full force and effect.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE KNOWINGLY AND VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS. I AM AT LEAST 18 YEARS OLD AND AUTHORIZED TO EXECUTE THIS RELEASE ON BEHALF OF THE PARTICIPANT AND THE RELEASORS.

1. _____
 Printed Name Signature Date

2. _____
 Printed Name Signature Date

3. _____
 Printed Name Signature Date

4. _____
 Printed Name Signature Date

5. _____
 Printed Name Signature Date

6. _____
 Printed Name Signature Date

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN By signing above, I represent and warrant that I am the parent and/or legal guardian of Participant and I agree for myself and on behalf of the Participant to all terms in the above General Release and Waiver of Liability.

