

**RULES FOR THE USE OF THE RHODES 19 “WILD IRISH RHODES”**  
**And**  
**RELEASE & WAIVER**  
(revised Spring 2010)

TO BE SIGNED BY ALL USERS OF THE SAIL NANTASKET OWNED RHODES 19 “WILD IRISH RHODES”.

Sail Nantasket, Inc., a 501(c)(3) non-profit is pleased to make available for the use of all its Members and the members of Hull Yacht Club, the Rhodes 19 “Wild Irish Rhodes” subject to the following rules and conditioned on signing/accepting the terms of this form:

**Rules of Use:**

The boat shall be available for the use of any “certified” adult (18+) Members of either Sail Nantasket or Hull Yacht Club. Being “certified” means that it is the Members attestation of having sufficient sailing experience to be able to handle the boat, including sailing on and off its mooring, and that the Member is familiar with the rigging and care of the boat. To become certified, a Member has gone through an Adult Sailing instruction program, currently or previously has owned or chartered a sailboat, has competed under the racing rules of sailing as either a skipper or helmsman, or has passed a previous certification course. The certified Member must be on the boat during use; in other words, the Member cannot reserve the boat for use by a non-certified person.

**User Responsibility:**

Notwithstanding the above-stated certification process, Users of the boats are responsible for making their own determinations about their own competency, skill and ability to handle the boats, and about weather and water conditions. Users are also responsible for the care and safety of their crews. **Prior to departing the Hull YC for the mooring, users will obtain the Sail Nantasket Dry Bag with airhorn and first aid kit from to the Steward’s office in the club and may take one of the handheld VHF radios from its charging station in the upper right hand cabinet of the office. The Club Launch can be hailed on Channel 71.**

**Reservations:**

Sail Nantasket will maintain an online reservation system for use of the boat. Members must reserve use of the boats in advance and receive acknowledgement of the reservation by a member of Sail Nantasket prior to use. “Walk-ons” will not be accommodated.

**Availability & Rental Rates:**

The boat will be generally available for use seven days per week; however it will not be available if in use during Adult Sailing Lessons for instruction or other events—typically Monday through Wed evenings after 5PM. There are three reservation blocks available: Weekdays from 9AM to 4:30PM at a cost of \$35; Thursday night Rhodes 19 Racing and Friday nights from 5PM to dusk at a cost of \$30; and Weekends/Holidays from 9AM to dusk at a cost of \$50.

**Crew:**

For the safety of the boat and their users, no more than 4 adults and/or children should be on board during use. All crew should remain in the cockpit while underway. Children 12 and under should wear personal floatation devices at all times. **Users must provide their own personal floatation devices for each person on board the vessel.** If the user lacks sufficient life jackets or has incorrectly sized life jackets, there may be some at the Hull Yacht Club in the room off the kitchen.

**Damage:**

Users of the boat shall promptly report to Sail Nantasket any damage, repair or maintenance issue, however minor, that the user observes at the beginning of a sail or that arises during the use of the boat.

**Return of Boats:**

Unless requested to do so as part of the confirmation process, the boat is to be returned to its mooring after use. Returning it to the dock is not permitted unless so directed by the Club steward. All sails are to be lowered, rolled and stowed, and cockpit cover (if available) is to be put in place after each use. The rudder/tiller should be removed and layed flat on the floorboards. **The Sail Nantasket Dry Bag with airhorn and first aid kit shall be returned to the Steward’s office in the club and the handheld VHF radio returned to its charging station in the upper right hand cabinet of the office.**

**Equipment & Life Jackets:**

On boat safety equipment will include: an extra line for towing, a paddle, and a hand pump. **Prior to departing the Hull YC for the mooring, users will obtain the Sail Nantasket Dry Bag with airhorn and first aid kit from to the Steward’s office in the club**

**and may take one of the handheld VHF radios from its charging station in the upper right hand cabinet of the office. The Club Launch can be hailed on Channel 71.** Users are responsible for providing required life jackets/PFDs. **Do not use the boat unless all there are sufficient life jackets for each person on board.**

Sail Nantasket reserve the right to deny further use of the boats by a user owing to negligence, misuse, violation of these use and safety rules or of generally accepted safety standards, or if a user does not prove to be sufficiently skilled to safely operate the boats. Users must also follow the instruction or cease use orders of the Hull YC steward and staff if so directed.

**Release and Indemnity:**

I/we have read the above rules.

I/we hereby agree in our own behalf, and on behalf of our children, wards and guests to assume all risk incidental to my/our use of sail boat of the Sail Nantasket or in the transfer to or from the boat on the Hull Yacht Club launch, or in using or transiting the Hull Yacht Club property;

to waive, release, absolve, indemnify and agree to hold harmless Sail Nantasket and the Hull Yacht Club, their officers, supervisors, employees and other Members from any and all claims arising out of out of the use of sail boat of Sail Nantasket for:

personal injury to us, my/our children or wards, and/or guests,

damage to or loss of my/our property or that of my/our children or wards, and/or guests,

personal injury suffered by third parties (persons not on the boat I am/we are using),

property damage suffered by third parties (persons not on the boat I am/we are using and other boats),

any fines or penalties assessed by the US Coast Guard or other law enforcement agency for violation of safety rules, "rules of the road", use of alcohol or drugs, failure to have PFDs in use by those required to be wearing them at all times, and/or failure to have enough PFDs on board.

I/we further agree on my/our own behalf and on the behalf of my/our children, wards, and/or guests, while using any sail boat of Sail Natnasket and the incidental equipment for same, to maintain the craft and equipment in at least the same state of condition as we found them at the time we assumed usage of the boat, reasonable wear and tear excepted.

I/we also agree, at the termination of said usage, to report any damage as a result of said usage; and to reimburse Sail Nantasket for any damage or loss to the boat that may have occurred, other than by reasonable wear and tear, while being used by me/us, my/our children, wards, and/or guests.

Acknowledged, understood and agreed: \_\_\_\_\_  
User

Date: