

OPTI LICENSE AGREEMENT

WHEREAS, the Parent and the Sailor want the Sailor to have use of an Optimist Pram ("Opti") in connection with the Sailor's participation in the 2012 Hull Yacht Club Junior Sailing Program (the "Program"); and

WHEREAS, the Hull Yacht Club, Inc. ("HYC") has possession the Opti for the purpose making it available to a participant in the Program.

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parent and the Sailor (collectively the "Licensees") and HYC agree to this Opti License Agreement on the on the terms and conditions set forth below.

1. **License of Opti.** HYC hereby grants to Licensees a license for the Sailor to use the Opti when participating in the Program and when under the direct supervision of a Program instructor.
2. **License Period.** The License Period shall the 2012 sailing season and Sailor's rights of use exist only during Program hours or while at Program sanctioned events.
3. **License Fee.** The License Fee shall be \$300 and shall not be refundable unless the HYC is unable to provide the Licensees with a functioning Opti for a material period of time.
4. **Condition of Opti.** HYC shall provide the Opti in good working order for the use of the Sailor.
5. **No Assignment.** This License is not assignable.
6. **Liability.** HYC and Licensees agree that during the term of this License the Opti shall be owned by the Licensees for insurance and liability purposes. Licensees shall be exclusively responsible for any injury or property damage caused by the Opti when it is being used by the Sailor.
7. **Damage to the Opti.** Licensees shall be responsible for any damage, other than normal wear and tear, to the Opti that occurs during the term of this License.
8. **Indemnity and Hold Harmless.** Licensees shall indemnify and hold harmless the HYC and its members, directors, officers and employees, of and from any claims, costs, expenses, damages, and liabilities, including personal injury, death or property damage claims arising or in any manner occasioned by the operation or use of the Opti during the License Period.
9. **No Warranties.** HYC makes no representations, promises, statements or warranties, express or implied, with respect to the merchantability, suitability or fitness for purpose of the Opti. HYC shall not be liable to the Licensees or to any other person or party for any loss, claim, demand, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the Opti, or by any inadequacy thereof for any purpose, or by any defect therein.
10. **Counterparts.** This License may be signed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument.
11. **Severability.** If any court or tribunal determines than any part of this License is unenforceable, each party agrees that said paragraph or term shall be severable and that all remaining terms and provisions shall remain in full force and effect.
12. **Modification.** This License may not be modified or amended, in whole or in part, without the written agreement of the Licensees and the HYC.

13. **Governing Law.** This License is governed by the law of the Commonwealth of Massachusetts and is to be effective as a sealed instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this _____ day of _____, 20____.

LICENSEES,

PARENT: Print Name: _____ Signature: _____ Date: _____

SAILOR: Print Name: _____ Signature: _____ Date: _____

HYC by its authorized agent,

Print Name: _____ Signature: _____ Date: _____