



## BOAT RENTAL SKIPPER AGREEMENT

I understand that acquiring Skipper Privileges entails a higher level of responsibility as my actions can affect the wellbeing of myself, my crew and DC SAIL along with the enjoyment of all members, both current and future. By becoming a Skipper at DC SAIL, I agree to the following:

I agree to accept total responsibility for any DC SAIL boat which I sign out during a Boat Rental regardless of who is onboard, who is steering, or what other outside conditions exist. I agree that I will never take any DC SAIL boat sailing which I feel for any reason is unsafe.

**Weather:** I agree to monitor the weather before and during sailing. I understand that thunderstorms, squalls, and high wind conditions represent a danger to me and my crew. I agree to return my boat to the correct dock when requested by the Dock Manager on duty before a thunderstorm or squall strikes. I also agree to fully comply with any cancellation of sailing activities as deemed by the Dock Manager on duty due to weather concerns prior to or at the rental period.

**Prior to Sailing:** While staff execute high levels of fleet maintenance, during your check-out, please thoroughly inspect the boat to ensure that all standing and running rigging is in good shape. Ask the Dock Manager if you are unsure about anything. If something breaks on the water, do your best to compensate for the broken equipment and report it to the Dock Manager via VHF radio as soon as possible and request a tow back to the docks.

**Flying Scot Rental VHF Radio Policy:** I agree that I will only take a DC SAIL Flying Scot boat sailing when I have an adequately charged and functioning hand-held VHF radio onboard. If I do not have a VHF radio, I will request one from the Dock Manager on duty. I will have the volume turned up, continuously monitor the proper frequency, respond accordingly when being hailed, and keep the set turned on for the duration of the sail.

**Alcoholic Beverage Policy:** No alcoholic beverages are allowed on DC SAIL Flying Scots and Flying Junior boats. Use of alcohol before or during utilization of DC SAIL boats will not be tolerated and will result in a suspension of sailing privileges and/or revocation of membership without refund. Smoking is prohibited on the boats and dock, around the docks and facility. Nor will I possess or use illegal substances at any time on DC SAIL property or vessels. DC SAIL skippers are responsible for their guest's behavior and safety. Unruly, boisterous and/or dangerous behavior may result in the suspension of the members' sailing privileges. Everyone should remain seated and inside the cockpit area at all times while underway – and especially while docking.

**While Underway:** I agree to maintain a proper lookout on my boat at all times. I will not sail outside the boundary areas as posted and will return the boat to the docks at the end of the reserved rental period. I understand that it is my responsibility to avoid any and all collisions during rentals and racing, and that the racing rules or the actions of another boat are not an excuse for any collision.

I agree to follow the current United States Coast Guard Navigation Rules and operate boats in compliance with all applicable local, state and federal laws and regulations.

**Personal Floatation Devices & Footwear Policy:** (PFD's) must be properly secured and worn on DC SAIL docks and boats at all times. DC SAIL recommends Type III PFD's for you and your guests (ages youth to adult). You may use your own US Coast Guard approved Type I, II & III. Self-Inflating Type V PFD's can be used **except for the "Fanny Pack" Type V**. Appropriate shoes and sailing attire must be worn at all times. Non-skid, closed-toe soft-soled shoes are required for personal safety.

**Docking & Anchoring:** Except in an emergency, DC SAIL skippers are not permitted to dock or anchor anywhere other than DC SAIL docks.

**Fiduciary Responsibility/Liability:** I understand that sailing is a sport which involves risk such as injury, loss or damage. I understand that I share the responsibility for safety and agree to practice safe boating. I will sign and acknowledge the NMHF/DC SAIL Waiver of Liability Form as will any guests on the boat. Parents will also sign the form for any minor children on board the boat.

**Damage to Fleet/Equipment:** I agree to reimburse the DC SAIL for any and all damage to a boat and/or equipment such as sails and boat covers. I also agree that in the case of my own negligence for failing to avoid a collision which results in significant damage to any vessel (regardless of whether I was the stand-on or give-way vessel) or negligence for operating a boat in an unsafe manner or in unsafe conditions (including operating in too much wind or with too much sail), I will be responsible for the timely reimbursement of damage repairs and/or replacement of lost or damaged equipment.

If I am involved in a collision or other cause which removes a boat from service and from members and/or our programs, I accept suspension of my Skipper Privileges until that boat is returned to DC SAIL service.

**Accidents and Injuries:** DC SAIL skippers must report ALL accidents, injuries and collisions to the Dock Manager. Staff will complete an Incident Report for documentation purposes. If you are involved in ANY type of collision with a boat, wall or other obstruction or debris in the water, you must report it to the Dock Manager – no matter how insignificant you believe it was. Incident reports will be reviewed by DC SAIL staff.

For minor sailing injuries, use the safety kit located on each boat. Again, you may be able to sail back to the dock and get medical attention depending on the condition of the injured. **However, in the event of an emergency or serious injury, hail for assistance immediately.**

Please use common sense. It is impossible to list every rule that governs sailing and water safety in this document. DC SAIL needs to monitor and limit certain behavior to ensure the safety of all participants and the privately owned boats that share our waterways. If you are unsure about any aspect of boat usage rules and conduct as described above, please ask the staff for clarification.

The Dock Manager's decision is final. Do not try to circumvent this decision or challenge it.

Failure to abide by these terms and conditions may result in the suspension or termination of membership without refund.

By securing a Boat Rental with DC Sail, I agree to all terms and conditions herein.