

## **Rental Term and Conditions**

### **NJSS&C Practice Boats**

The NJSS&C rental boats are provided to our students and rental customers for practice and sailing enjoyment. NJSS&C puts a lot of faith in our customers and assumes you are responsible boaters. When you schedule your rental, there will not always be NJSS&C personal on site to assist you. It is your responsibility to check fuel levels and the soundness of the assigned vessel. We have four (4) 22 foot boats available for use located to the left of the office.

In order to utilize the rental boats, you must agree to the following and understand that you are responsible for the safety of you and your guest and that you use the boats on a bareboat charter basis.

As a bareboat charter, you are responsible for the care, custody and control of the boat. The boats must be left in a professional condition, clean, all gear stowed away, and the lines and tiller properly secured. The boats are fully insured however; you are responsible for the \$750 deductible on the hull.

*Prior to using the NJSS&C boats, a copy of your NJ Safe Boating Certification and a copy of your Credit Card Information must be on file. Complete and return the Liability Waiver form for our files. Return options are fax (732-212-8591), email (info@njsailingschool.com), or mail (44 Swimming River Rd. Lincroft, NJ 07738)*

Given the nature of our operation, we do not guarantee that all the boats will be in working order at all times. Prior to leaving the slip you should check out the boat and engine. If you leave the slip, you are responsible to get it back into the slip. If you do not want this responsibility, do not take the boats out. Please let us know if there is any issue with the boat so we can fix it.

The skipper should consider joining either Towboat US or Sea Tow in the event you go aground, you are responsible for the proper un-grounding of the boat. Do not accept the help of a passerby. Only professional organizations such as Boat US or Sea-Tow can be used. The local Sea Tow phone number is: 732-262-0909. If you encounter engine problems, we expect you should be able to sail back into your slip. If the wind or conditions are such that that is not possible take one of the slips out on the end dock. If the Pirate operation is going, they will give assistance if needed. If you run aground, NJSS&C reserved the right to charge you \$250 for the lifting of the vessel to check for damage.

While the consumption of alcohol is permitted, it is not recommended. The consumption of alcohol increases the chance of accidents and could increase the risk personal injury. If the consumption of alcohol results in either personal injury or damage to the vessel, the operator will be held liable to the full extent of any loss.

**The boats must stay on the Metedeconk River.** The boats are prohibited from going in the Pt. Pleasant Canal or through the Mantoloking Bridge. Avoid sailing close to the shorelines and respect the navigational aids. The boats are not permitted east of the red “2” and green “1” at the end of the river.

### **Boat Operation**

1. Do not take the dock lines with you. Leave them at the dock so you have something to grab during the docking of the boat.
2. Occasionally, when there is low water in the marina, the boat may be sticking in the mud. When you leave the slip, you may have to push off of the pilings to get out of the slips.
3. When leaving the marina, stay along the dock until you reach the end of the dock. As you leave the marina, you will see a red buoy off to your port side. If you look to the port at the red buoy from the end of the dock, you

- need to stay to the south of that bearing. The water gets shallow to the north of the dock and red buoy bearing.
4. There are 6-7 adult life jackets on each boat. If you are bringing a child, you will have to supply the lifejackets. Everyone 12 and under are required to wear life jackets at all times. Each passenger should examine the life jackets for condition and proper fit.
  5. Make sure that there is sufficient fuel for the trip. We typically have fuel tanks located at our trailer if needed. If you have to buy fuel, use regular fuel. These engines do not require that you mix gas and oil.
  6. Make sure that the fuel vent is open and leave it open. If the fuel vent is closed, air cannot get into the tank and gas will not be able to get into the engine. The only time you would close the vent is at the end of your day at the dock. The red kill switch clip needs to be attached to start the engine. To stop the engine, you can press the red button leaving the clip attached.
  7. You can start the engine and make sure that the fuel flow is consistent. However, after a general warm-up, you should not run the engine if you are not using it to propel the boat. If the engine is running, you must keep the weight in the stern otherwise the engine will go out of the water and there will be no water flow cooling the engine. In other words, do not start the engine and have your people go to the bow. Keep weight in the stern.
  - 8. When returning, be sure to put the boat back in the assigned slip you left from.**
  9. Make sure that the tiller is tied off after you use the boat.
  10. The engine should be tilted out of the water **and** the engine should be raised. There is a boat bracket as well as the engine tilting.
  11. Make sure the halyard is removed from the main sail and tied off; all sheets must be neatly stowed.
  12. Rinse and wash off all excess dirt and mud – especially the anchor mud and chain mud.
  13. Remove all personal items as well as your garbage. There is a cleaning fee of \$40 for all boats left in a disorderly and or dirty condition.

- 14. The Anchor is in the seat locker.
- 15. Please, no dogs or other animals are allowed on the boats.
- 16. Report and problems, damage or lost items to the office immediately.

**Weather Issues**

Please plan on boarding the boat at the dock at the prescribed time. You should not sail in unsafe conditions. Unsafe conditions include excessively high winds, rain or dense fog or lightning. The boats do not have lights and therefore are not permitted to sail at night or restricted visibility.

**If you sail in high winds and the sails rip, you are responsible for the repair or replacement.**

If the weather conditions are unequivocally dangerous, we will reschedule your rental. If you do not cancel your rental in a reasonable time prior to your scheduled use, no refund will be allotted.

**By using the boat, you acknowledge the terms and obligations as listed and agree to the Rental Liability Waiver with an implied consent.**

Name (Print): \_\_\_\_\_ NJ Boating Safety Cert # \_\_\_\_\_

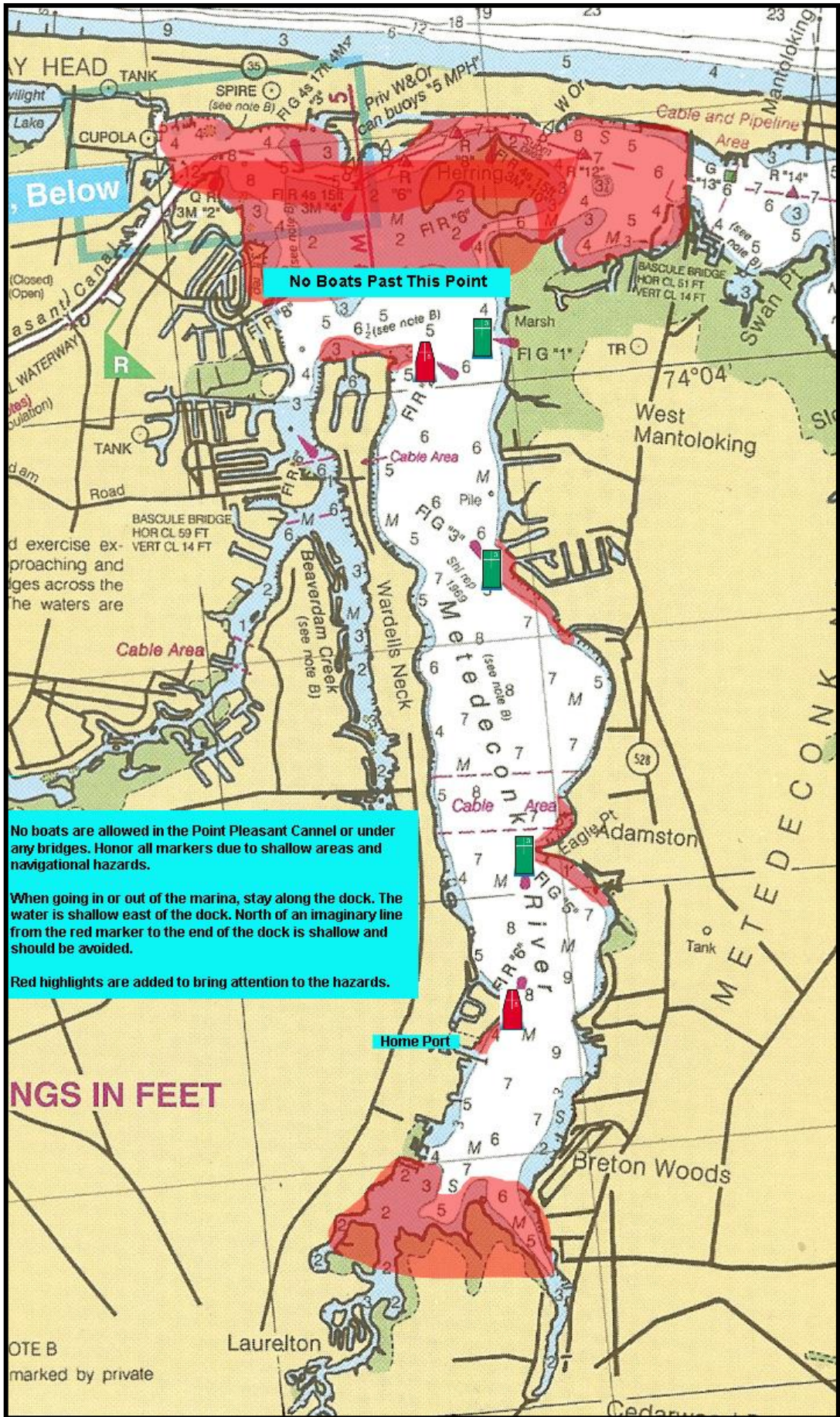
Signed: \_\_\_\_\_ Credit Card #: \_\_\_\_\_

Address: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_





Below

No Boats Past This Point

No boats are allowed in the Point Pleasant Cannel or under any bridges. Honor all markers due to shallow areas and navigational hazards.

When going in or out of the marina, stay along the dock. The water is shallow east of the dock. North of an imaginary line from the red marker to the end of the dock is shallow and should be avoided.

Red highlights are added to bring attention to the hazards.

Home Port

NGS IN FEET

NOTE B marked by private

# **New Jersey Sailing School & Charter**

## **Rental Liability Waiver**

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in New Jersey Sailing School & Charter, Inc. ("Activity") I, for myself, my personal representatives, guests, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Sailing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity and notify school personnel immediately.

2. STIPULATE that: (a) I hold a current New Jersey Boating Safety certification; (b) I am knowledgeable in the safe and legal operation of the vessel; (c) I will properly inform any of my guests/passengers of proper safety and emergency procedures; (d) I have read, understand and agree to the Rental Terms (June 2016).

3. FULLY UNDERSTAND that: (a) Sailing Activities INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, or the condition in which the Activity takes place, (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE New Jersey Sailing School & Charter, Instructors, Boat Owners, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL

# New Jersey Sailing School & Charter

## Rental Liability Waiver

INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT and the RENTAL TERMS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS WAIVER AND RELEASE WILL BE INTERPRETED AND ENFORCED PURSUANT TO NEW JERSEY LAW.

Name (Print): \_\_\_\_\_ NJ Boating Safety Cert # \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_