



19 Wing Comox Yacht Club (19 WCYC) Keelboat Rental Policy

Renter Qualifications

1. Qualified members may rent the 19 Wing Comox Yacht Club (19 WCYC) keelboats. All renters must hold a CYA or ISPA certification of “Day Skipper” and a valid Pleasure Craft Operator Card (CPOC). If a member has not rented club boats before or has not sailed club boats for a long period of time; then they must complete a practical checkout, conducted by an experienced club member authorized by the Keelboat Captain.
2. All renters shall complete and sign the Experience Résumé at Appendix 1. The résumé must be submitted to the Keelboat Captain together with a copy of the members CYA/ISPA certification/logbook entry prior to a member’s first rental.

Booking Procedure

3. All potential renters have to check boat availability on the Club website calendar (link on main page at www.19wcyc.com). Contact the DUTY BOSUN listed on the calendar for the current day (not the booking date) to request bookings. Click on the name to obtain the DUTY BOSUN’S phone number.
4. Club members may make bookings of five days or more anytime. Bookings of four days or less will only be accepted a maximum of two weeks prior to charter commencement.
5. Members of other CFYC’s or CFSA’s may rent 19 WCYC boats but can only make a booking a maximum of five weeks prior to commencement of charters of five days or more and a maximum of 10 days prior to charters of less than five days.
6. Bookings will be Tentative until full payment is made. The club will cancel a Tentative booking one month in advance of a five-day or longer charter and one week in advance of a four-day or less charter unless full payment is received to confirm the booking.
7. A half day or one day rental may be booked on the day of the charter or the day prior, subject to boat availability, with the approval of the DUTY BOSUN and providing payment is deposited in the clubhouse prior to departure.

8. Boats may be rented for a maximum of 15 days in the July to August time frame.
9. The daily rental period is from 8 AM to 8 AM. A half-day rental consists of any portion of the day commencing at 8 AM or 1 PM.
10. **Under no circumstances will a boat be taken away from the dock without a confirmed booking and payment in full.**

Rental Rates

Boat	Half-Day Rate	Full-Day Rate
Peter Duck (35' Mirage)	\$60.00	\$100.00
Wild Side (29' CAL-2)	\$40.00	\$60.00

All prices include applicable taxes.

11. Renters are responsible for replacing the fuel that they use during the charter. Peter Duck use **DIESEL FUEL ONLY**. Peter Duck's tender or dinghy uses a two-stroke oil mixture of 50:1.

Rental & Deposit Payment

12. Rental payment is to be by check, made out to “**Base Fund**” and is to include boat name and rental dates. A \$250.00 deposit check made out to “**Base Fund**” **with the date blank** must accompany the rental check for the first charter of the season. The Club Treasurer will hold deposit checks in trust for the duration of the rental season. Checks are to be deposited in the lock box, to the right of the entrance door in the Club House, **prior to departure**. A Club House key is attached to each keelboat key ring signed out from the Commissionaire at the Quadra gate.

Cancellation Credits

13. Renters are to contact the DUTY BOSUN as soon as possible to cancel a booking.
14. If a renter cancels a booking for any reason after payment has been made, a full credit will be awarded that may be used for future bookings.
15. Failure to cancel a booking prior to the day of departure will result in forfeiture of that day's rental amount.

Forfeiture of Deposit

16. A charge of \$50.00 will be deducted from the deposit to pay for boat cleaning if the DUTY BOSUN assesses that the general cleanliness of the boat is below standard upon return.
17. A \$25.00 charge plus the price of fuel will be deducted from the deposit if the boat is not fully refueled upon return.

Renters Financial Liability

18. Prior to departure, renters will be required to sign for the boat and it's inventory certifying that they will be financially responsible for missing equipment or equipment that is damaged beyond normal "wear and tear" during the period of their charter.

19. If, in the judgment of the 19 WCYC Executive Committee, loss or damage is as a result of gross negligence or wanton or willful misuse by the renter, his or her family, guests or agents, the renter may be solely liable for charges up to the amount of the Consolidated Insurance Plan deductible of \$5,000.00.

Liability Waiver

20. Renters must complete the Liability Waiver at Annex B for each person on the boat who is not a member of the club. Forms are to be deposited in the Keelboat Captain envelope on the clubhouse bulletin board prior to departure. Only one form per person per rental season is required.

Pets

21. Pets of any kind are strictly prohibited aboard all club boats. This is a ZERO TOLERANCE policy is in place to protect member & guests who may suffer from allergies.

Duty Bosun

22. In accordance with the "self-help" Club principle, all renters will be asked to stand DUTY BOSUN watches assigned by the Keelboat Captain. DUTY BOSUNS will take bookings, sign the club boats in and out and will be responsible for checking the boats inventory, cleanliness, fuel state and defects at the start and completion of each charter. DUTY BOSUNS will advise the Keelboat Captain when boats are returned damaged, with missing equipment, not cleaned properly or not refueled.

Compliance

23. This Policy is promulgated by order of the Commodore, 19Wing Comox Yacht Club. Failure to comply will result in loss of rental privileges.

Updated 29 January 2015

19 WCYC

EXPERIENCE RESUME

Name: _____

Address: _____

Phone: _____

- | | | |
|--|-----|----|
| 1. I have sailed cruising keelboats. | YES | NO |
| 2. I understand aids to navigation, charts and right of way rules. | YES | NO |
| 3. I can use tide and current tables properly. | YES | NO |
| 4. I have sailed in Pacific Northwest tidal waters. | YES | NO |
| 5. I have experience anchoring in tidal waters. | YES | NO |
| 6. I have a working knowledge of VHF radio operation. | YES | NO |
| 7. I have had a boating accident in the past five years. | YES | NO |
| 8. If you answered yes to item 7, please provide details: | | |

9. I have taken the following boating courses (please include dates and locations):

10. I have owned the following boats (length, class/manufacture, sail or power):

11. I have operated the following boats (length, class/manufacture, sail or power, skipper or crew):

Past Year

Past Two Years

12. References (names and locations of charter companies, yacht clubs or boating organizations):

13. I warrant that I, as the Captain of any 19 WCYC vessels rented by me, have read and agree to abide by the provisions of the Keelboat Rental Policy. I further warrant that I am competent in the operation of 19 WCYC keelboats and that I have knowledge of seamanship, navigation and piloting and know the laws relating to the operation of 19 WCYC vessels. The information provided on this résumé is true, accurate and complete and is provided with the intent that it can be relied upon by the 19 Wing Comox Yacht Club (19 WCYC) and its insurance underwriters.

Renter Name

Signature

Witness

Signature

Date

19 Wing Comox Yacht Club

19 Wing Comox

Waiver of Liability, Assumption of Risks, and Indemnification Agreement

***A separate document must be signed by, or on behalf of, each participant.*

Assumption of Risks:

1. I acknowledge that my attendance at or participation in this physical activity or event : aquatic activities (boating, sailing, kayaking, yacht, marina, etc.), 19 Wing Comox, Lazo, BC carries with it certain inherent risks and dangers that can not be eliminated regardless of the care taken to avoid injuries.
2. I acknowledge that the inherent risks associated with this activity/event include, but are not limited to: Being struck by or struck an object (rock, natural object, watercraft, etc.), being struck by lightning, being lost in unknown territory, sunburn, dehydration, hyperthermia or hypothermia, physical exertion up to heart attack, slip and fall, head injury, asphyxiation, choking, hanging, burn, allergy reaction to insect, chemical material and equipment, broken bone, sprain, cut and abrasion, encounter with domestic or wild animal, serious bodily injury such as permanent disability, paralysis or death, loss of eyesight and drowning. _____(initials)
3. I have read the foregoing and I understand the physical demands this activity/event presents and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical condition (or that of my minor participant) is adequate for me (or my minor participant) to participate safely. My participation (or that of my minor) in or attendance at this activity/event is voluntary and by signing below I knowingly and completely assume the foregoing risks.

Waiver of Liability:

4. In consideration of my participation in or attendance at this activity or event, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do **hereby waive, release and forever discharge** Her Majesty the Queen in Right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event.

Indemnification and Hold Harmless:

5. I also **hereby agree to indemnify and save harmless** Her Majesty the Queen in Right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this activity/event.

Acknowledgment and Understanding:

6. I acknowledge having read this assumption of risks, waiver of liability and indemnity agreement, including the description of the inherent risks associated with the activity or event and understand that this Agreement is intended to be broad and all inclusive so as to preclude any claims and that I have the legal capacity to sign, or if I am a minor, have discussed fully with my parent or guardian.

Participant's signature	
Date	
Parent's/Guardian' signature	
Date	
(required also if participant is a minor) Witness' signature	
Date	