

OSYC Boat Usage Agreement

Ocean Springs Yacht Club

100 Front Beach Road

Ocean Springs, MS 39564

228-875-1915

It is agreed on the date set forth below, between the Ocean Springs Yacht Club (or "OSYC") and the undersigned ("OSYC Member"), that we enter into this Boat usage Agreement (the "Agreement") for the usage of a (Hobie Wave or Hobie Getaway) one-design multihull and related equipment (collectively, "Wave" or "Getaway").

OSYC Member: Please complete the following information.

Date: _____

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone #: _____

OSYC Membership #: _____

OSYC Member to read all pages of this agreement before signing this document.

BACKGROUND:

The Hobie Wave or Getaway are small catamarans that can overwhelm an unskilled sailor. It is important that OSYC Member's possess and maintain the necessary skills to safely operate the boat. The OSYC Member is completely responsible for determining whether he or she has the requisite skills to operate the boat in the conditions that exist when the OSYC Member takes out the boat or the conditions that may arise after the OSYC Member takes out the boat. OSYC personal will verify that the OSYC Member has certain limited skills prior to our use of any boats. However, OSYC makes no representations that the skills tested will be sufficient to operate the catamarans in all conditions.

After completing and executing this Agreement, you will be contacted by the OSYC Fleet Captain to discuss the limited skills test and arrange a time to meet and take a test sail. The limited skills test includes, but is not limited to, tying knots while rigging the boat, demonstrating some basic sailing skills (tacking/gybing and stopping the boat) and boat maneuvers including leaving and returning to the beach.

Upon passing the skills-check and test sail, you are free to use the boats, as available, for the term of this Agreement.

Welcome to OSYC Hobie Wave or Hobie Getaway sailing!

TERMS AND CONDITIONS:

In consideration of the promises and agreements set forth herein, the sufficiency of which is acknowledged by both parties, Ocean Springs Yacht Club agrees to allow the OSYC Member an available boat from its fleet of Hobie Waves And Getaway on the terms and conditions set forth herein:

INSPECTION:

The OSYC Member certifies that prior to operating a Boat he/she will examine the boat and equipment and confirm that it is acceptable and suitable for the purpose for which it is to be used. That he/she will operate the boat in accordance with all safety rules and regulations as posted in the OSYC, and further certifies that he/she has read and understands said rules and regulations.

USEAGE:

OSYC Member represents that he/she is experienced and capable in all aspects of the handling and operation of a Hobie Wave or Getaway. Notwithstanding OSYC Member passing any "skills test" administered by OSYC, the OSYC Member is solely responsible for determining whether OSYC Member possess the necessary skills to safely operate a Hobie Wave. OSYC Member agrees that the Hobie Waves will not be occupied by more than four (4) persons at any given time, Hobie Getaway's will not be occupied by more than six (6) persons at any given time.

OSYC Member agrees not to use, nor permit the use:

- a. Of the catamarans for any unlawful purpose;
- b. Of the catamarans in a careless or negligent manner;
- c. Of the catamarans while under the influence of liquor or recreational drug;
- d. By any other person not in the presence of the OSYC Member

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of any Hobie Wave or Getaway, the OSYC Member will immediately report it to OSYC. The continued use of such watercraft is entirely at the OSYC Member's risk and thus OSYC Member assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

OSYC's ability to provide Hobie Wave or Getaway is contingent upon and subject to the return of applicable catamarans by the previous OSYC Member, or any other cause beyond OSYC's control.

OSYC reserves the right to withhold access to any catamarans due to inclement or impending bad weather.

RETURN OF EQUIPMENT:

OSYC Member acknowledges and understands that he/she will return the Hobie Wave or Getaway to OSYC beach no later than 30 minutes prior to dusk on the date of each applicable rental or as otherwise agreed to with OSYC.

DAMAGES TO EQUIPMENT:

OSYC Member(s) acknowledges and understands that the Catamaran is to be left in clean, undamaged condition, in the same condition at commencement of the sailing period. If OSYC Member's equipment is not left in suitable condition, OSYC Member acknowledges and understands that OSYC reserves the right to charge OSYC Member for any repairs or special cleaning. OSYC Member acknowledges, understands, and agrees that by signing this Agreement, he/she is authorizing OSYC to charge Member's membership account for any physical damages (including the theft of the boat) sustained to the watercraft and equipment up to an amount equal to \$1500.

TERM:

The term of this Agreement shall be 12 months from the date hereof; provided, that, no lapse of time shall excuse a party hereunder from any obligations arising under this Agreement which arose during the term of this Agreement.

LOSS OF OSYC MEMBER'S PERSONAL PROPERTY:

It is expressly agreed that OSYC shall not be liable for loss of or damage to any property left of stored by OSYC Member or any other person on the Catamaran after return thereof to OSYC. OSYC Member agrees to hold OSYC harmless from and against any such claims.

OSYC Member further acknowledges that reservations for Catamarans are made on a "first come, first serve" basis, and as such OSYC does not guarantee the availability of any Catamaran at any specific time or date. OSYC Member's use of a Catamarans in any regatta will be subject to applicable boat use and as determined by OSYC for the applicable event.

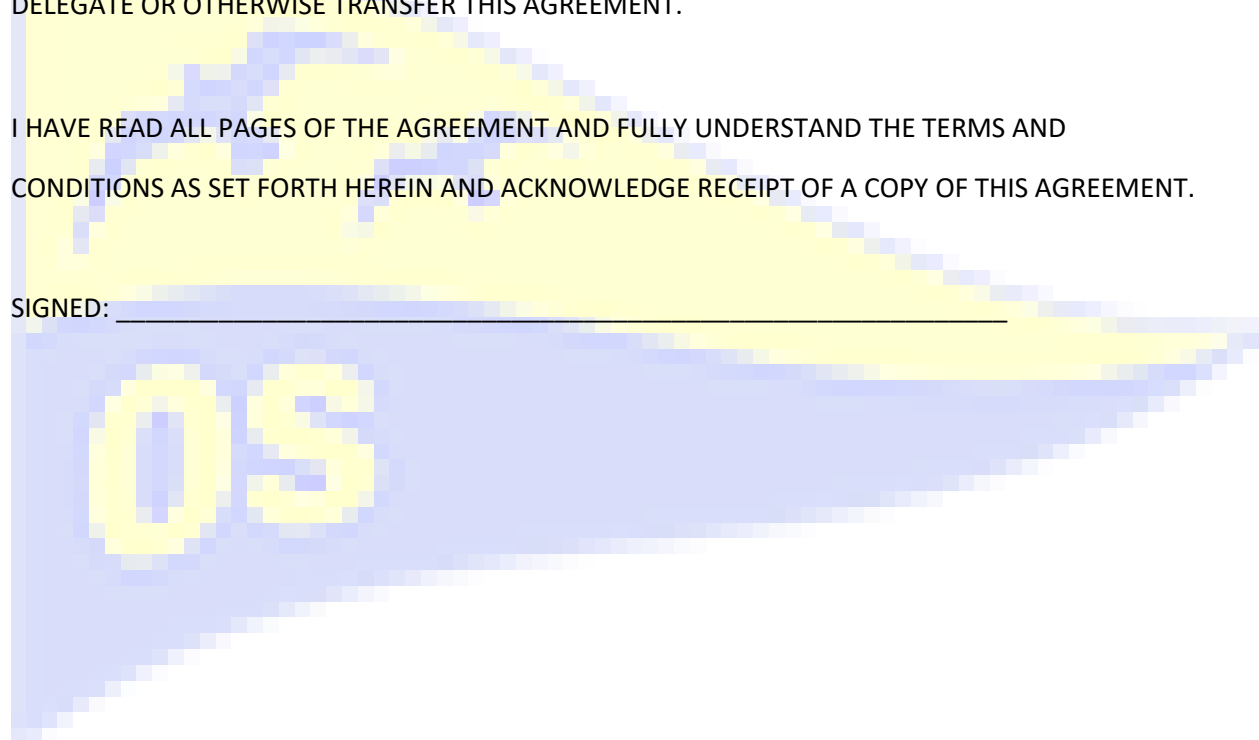
GENERAL:

Should any term or condition of OSYC Member Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect. The OSYC Member agrees that he/she has read the Ocean Springs Yacht Club Release & Waiver Agreement and has delivered a fully executed copy of same to OSYC prior, to or concurrently with, the execution of this OSYC Member Boat Agreement.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN OSYC Member AND OSYC AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS USAGE AGREEMENT. OSYC MEMBER MAY NOT ASSIGN, DELEGATE OR OTHERWISE TRANSFER THIS AGREEMENT.

I HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SIGNED: _____



OSYC/OSSS

LIABILITY

I fully understand that sailing is a dangerous activity and may result in damage, injury or even death. I participate and use OSYC/OSSS boat at my own risk and assume any risk involved. Ocean Springs Yacht Club, Inc. and Ocean Springs Sailing Squadron, Inc. reserves the right to accept or reject any or all use request. Completion of a float plan includes reading these boats use rules and signing to state acceptance of these terms. I here by release the Ocean Springs Yacht Club, Inc., Ocean Springs Sailing Squadron, Inc. their affiliates and all sponsors from any and all damages, cost or injuries of any kind. Furthermore I agree to defend and hold harmless the above-mentioned parties from any and all actions caused fully or in part by my acts, omissions, negligence or breach of agreement. I also permit the use of my image or likeness, including the use of photography, film or video by the Ocean Springs Yacht Club, Inc. and Ocean Springs Sailing Squadron, Inc. and other related parties for commercial purposes and promotion. These provisions shall survive the termination of the use of the boat.

Sign(print)_____ Signature_____ Date_____

OSYC/OSSS Boat Rules

WHO MAY USE BOATS:

Osyc members in good standing who are also OSSS certified sailors, or OSSSS certified junior sailors may skipper club boats. The book with certified sailor sheets is in the Yacht Club office.

Non-members are not permitted to use club boats.

Junior sailors under the age of 16 are not permitted to take non-members on club boats without a certified adult sailor.

WHEN BOATS MAY BE USED:

First come-first served during club operating hours or as granted by the Fleet Captain. The Ocean Springs High School Sailing Team has priority use of boats during practice hours.

All boats must be back on the OSYC beach by sunset.

HOW TO CHECK OUT A BOAT:

Complete a float plan in the Yacht Club office. Your eligibility will be checked, and you will be issued a block for the boat.

It is imperative to note the condition of the boat upon departure and return, securely tie down the boat, return the sails and other equipment to the appropriate locker, return the block to the office and close-out the float plan.

RULES:

The minimum age for sailing of club boats without a certified adult sailor is 14.

Sailors over the age of 16 may sail within the area on map 1. This area is defined as within sight of the OSYC clubhouse, with the exception of picnicking on Deer Island along the casino row channel. Do not go under the bridge, into Davis Bayou, or past the east end of Deer Island. At all times minimize your sailing in the channel and give way to ALL other vessels. Many are restricted to navigation in the channel. Some large vessels CANNOT stop and may not even see you.

Sailors under 16 may sail within the area indicated on map 2. This area is defined as between the Ocean Springs Biloxi bridge to the north, the slip channel to the west, and the county pier adjacent to the Ocean Springs Harbor to the south.

Club boats shall not be sailed in winds exceeding 12 knots (NUMEROUS WHITECAPS), in threatening or inclement weather, or when Small Craft Warnings are in effect. THIS DECISION IS AT THE SOLE DISCRETION OF THE FLEET CAPTAIN OR THE FLEET CAPTAINS' AUTHORIZED PERSON (S).

Everyone on a club boat MUST wear a personal flotation device (life jacket).

No more than 4 people on a Hobie Wave or 6 people on the Hobie Getaway.

Club boats may not be used for pleasure sailing during scheduled sailing lessons, races, or regattas. Dates and times of these events are clearly posted in the newsletters, Facebook, and the club website.

The certified sailor who signs out a club boat shall have the following additional duties and responsibilities:

- Ensure all rules are followed and safe and courteous conduct of all on the boat.
- Ensure the boat, equipment, gear, sails, etc. are properly cared for and neatly stored after use.
- Boats must be tied down in their proper place. Sails must be neatly rolled and stowed.
- Return any lifejackets and close out the float plan.

FLOAT PLANS ARE A CRITICAL SAFETY MEASURE. FAILURE TO FILL OUT A FLOAT PLAN OR CLOSE OUT A FLOAT PLAN MAY RESULT IN LOSS OF SAILING PRIVILEGES. FAILURE TO FILL OUT A FLOAT PLAN TWICE WILL RESULT IN LOSS OF SAILING PRIVILEGES.

I HAVE READ AND WILL ADHERE TO THE BOAT RULES (LIABILITY/FEES ETC) ON FILE AA SIGNED.

PRINT AND SIGN: _____ **Date**_____





2022 OSSS/OSYC FLOAT PLAN



SKIPPER NAME: _____ AGE: _____

CREW NAME: _____ AGE: _____

CREW NAME: _____ AGE: _____

DATE OF DEPARTURE: _____

Time Out: _____ Time In: _____

***YOU MUST COME BACK AND SIGN THE BOAT IN!!**

WHICH CLUB BOAT YOU'RE TAKING:

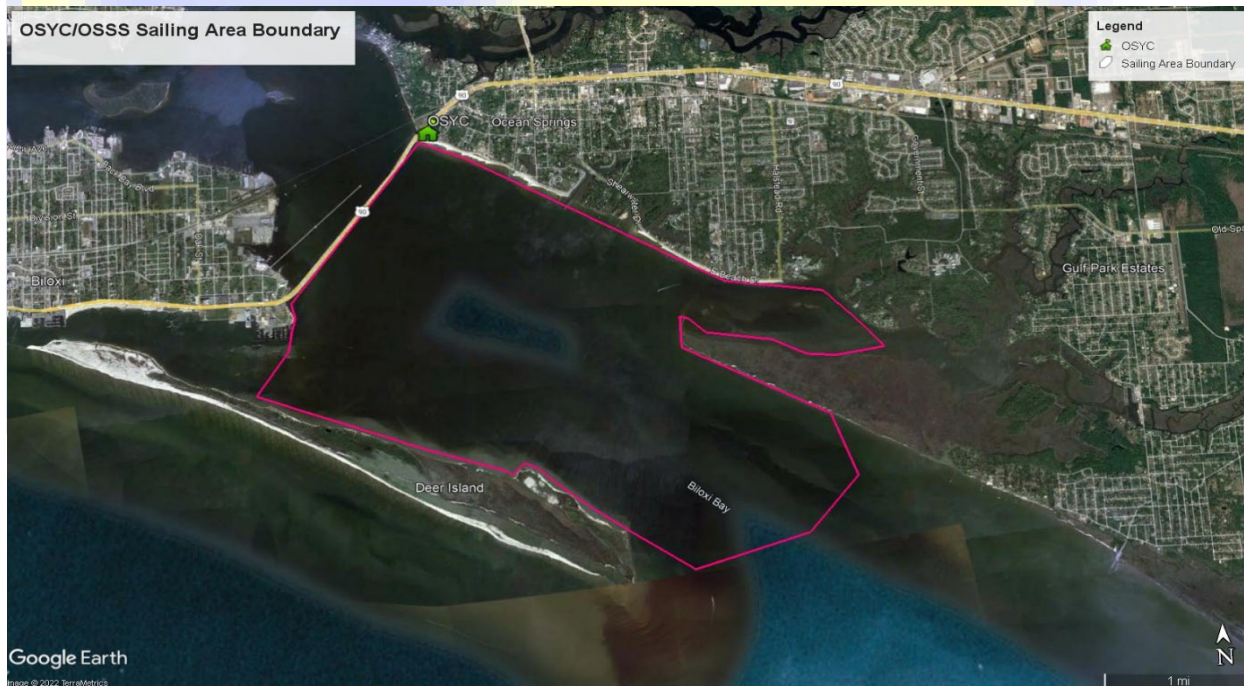
Wave Number _____ Getaway _____

LIST THE CELL PHONE NUMBER &/OR VHF CHANNEL WILL YOU HAVE ON BOARD:

WHO SHALL WE CALL IF YOU ARE NOT BACK BY DARK OR IN AN EMERGENCY?

NAME: _____ PHONE#: _____

WHERE ARE YOU GOING? CIRCLE THAT AREA ON THE MAP.



I HAVE READ AND WILL ADHERE TO THE BOAT RULES (LIABILITY/FEES ETC)
IF A MINOR, A PARENT OR GUARDIAN'S SIGNATURE IS REQUIRED
 PRINT, SIGN AND DATE _____

WHO CAN SAIL OSYC/OSSS SAILBOATS

This table hopefully addresses most, if not all, situations.

Friday night races, 1699 Regattas, and events where dingys are encouraged are considered "supervised" by the event organizer, and sailors under age 14 are encouraged to participate.

Age	Can Sail w/Supervision	Can Supervise Sailing	Can Sail Solo	Sail w/Club Mbr as Crew	Sail w/NonClub Mbr	Sailing Area
Under 14 certified	X			X		OSYC pier to Ft. Maurepaus pier on north side of channel
14+ certified			X	X		OSYC pier to Ft. Maurepaus pier north side of channel
16+ certified			X	X	X	Full Area
18+ certified		X	X	X	X	Full Area

* certified - qualified to sail club boats with demonstrated knowledge of rigging, boat handling and capsized recovery

* supervise - in the immediate area and able to render assistance

WHEN??

During club operating hours. During the sailing season (Daylight Savings Time to Daylight Savings Time). No sailing after dark. No sailing when there are numerous whitecaps, , in threatening or inclement weather, or when Small Craft Warnings are in effect.

WHERE?

Do not go under the bridge, into Davis Bayou, or past the east end of Deer Island. At all times minimize your time sailing in the channel and give way to ALL other vessels. Many are restricted to navigation in the channel. Some large vessels CANNOT stop and may not even see you.

HOW ??

Once certified by our sailing staff, check out a boat from the office & fill out a float plan. Check the boat back in at the office when done. LIFEJACKETS ARE MANDATORY! FOR EVERYONE! ALWAYS! Take care of the boat, be GENTLE with the sails, and TIE THE BOAT DOWN upon return.

Is that it?

I hope so. Happy and SAFE Sailing. ☺