

Myrtle Beach Sailing School Boat Rental Terms & Conditions

Unauthorized use of Myrtle Beach Sailing School and affiliate vessels is prohibited. A reservation, completion of the check-out procedure and adherence to these Terms and Conditions is required for the authorized use of an Myrtle Beach Sailing School vessel. Myrtle Beach Sailing School reserves the right to deny use of its vessels at any time and for any reason. Any unauthorized use of an Myrtle Beach Sailing School vessel is considered theft and gross negligence.

Authorized Check Out

Member on File/Vessel Operator (“Operator”) must be minimum 21 years old and complete the check-out process and form(s) before using Myrtle Beach Sailing School vessels and equipment. Operators are required to inspect the vessel and equipment before use and make necessary preparations for a manifestly safe voyage; It is the Operator’s responsibility to find the vessel and preparations “Sea-worthy*” for the intended voyage. Operators assume full responsibility for the safety, well-being and actions of guests (“Crew”); and Operators are responsible for explaining the risks and proper operation of the vessel to the crew.

PFDs:

Though not required by law, Operator(s) and guests are encouraged to wear a personal flotation device (“PFD”) at all times. Children 12 years old and younger are required by law to wear a size appropriate PFD at all times while underway. A throwable flotation device must be available for use at all times.

OPERATORS THAT SINGLE-HAND SAIL (SOLO SAIL) ARE REQUIRED BY MYRTLE BEACH SAILING SCHOOL TO WEAR A PFD AND BE TETHERED TO THE BOAT AT ALL TIMES, NO EXCEPTIONS!

Operators take responsibility for ensuring that crew/guests wear a PFD when conditions call for them, that the throwable flotation device is accessible in the cockpit, and that crew understand crew overboard recovery procedures and methods.

Crew Overboard

Operators are required to be competent with crew overboard (“COB”) recovery methods and procedures. If Operator is not comfortable with COB, COB practice arrangements can be made with one of our Instructors. NOTE: Operators should use their engine if circumstances merit an engine for a safer recovery (watch the prop!) or if conditions are such that sailing methods jeopardize the crew’s safety (e.g., jibes).

Emergency

In a life threatening emergency, immediately call 911 (or channel 16 on VHF) and note it’s a “maritime emergency”. As the situation allows, be prepared to give your vessels position, number of people aboard, and details of the emergency. Contact Myrtle Beach Sailing School if additional assistance is needed or once the situation is secured.

Swimming

Myrtle Beach Sailing School prohibits swimming from our vessels to other boats or land, especially while afloat, and otherwise strongly discourages swimming. Intracoastal Waterway and Inlets have fast currents that can potentially overwhelm the strongest of swimmers. If anchored and you would like to dip into the water to cool down we suggest making sure the swim ladder is down, and stern dock lines with fenders or other floatable devices tied to them are led aft of the boat in case of need.

Towing

Myrtle Beach Sailing School discourages towing others unless the situation requires the Operator to act in Good Faith as a Good Samaritan. Even so, NEVER put yourself, crew or vessel in danger or go beyond your capabilities. If assisting in an emergency first consider taking a disabled boat's occupants aboard (within capacity/stability limitations), returning them to dock, and calling professional assistance before attempting a tow.

Vessel Capacity

Myrtle Beach Sailing School has set capacity limits for each of its boats. Operators are required to ensure the total number of persons on board any vessel at no time exceeds the total number of appropriate and approved life preservers that, based upon a count by the Operator prior to acceptance of the vessel, are aboard the vessel. In no event shall the number of persons on board exceed the limit set by the United States Coast Guard or exceed available life preservers (PFDs).

Regulations

Operators must abide by local, state and federal regulations governing navigation, operation and care of vessels; Operators are required to follow USCG Navigational "Rules of the Road" – INCLUDING MAINTAINING A WATCH AT ALL TIMES.

Ordinary Negligence

Operators are responsible for the lesser of any insurance deductible or up to \$3,000 per vessel to repair damage to Myrtle Beach Sailing School vessel(s) caused by the "Ordinary Negligence". Examples of Ordinary Negligence include: minor collision with another vessel or object (e.g., dock), soft groundings, and/or loss of equipment. Damages are defined as material repair, transporting, hauling, unrigging, repairing, re-rigging, launching and returning vessel at the Club personnel rates (\$20/hr) when performed by Myrtle Beach Sailing School employees. If Myrtle Beach Sailing School cannot perform the repair and uses an outside repair vendor, then the vendor's rates apply.

Gross Negligence

Operators are fully liable for all damage (including loss of use and legal fees) to vessel(s) and persons caused by "Gross Negligence". Examples of Gross Negligence include (but are not limited to) operating under the influence of alcohol or drugs, failure of operator and/or crew to wear Personal Flotation Devices, leaving the vessel unsecured or without a competent operator in control, failure to use up-to-date nautical charts, tie-up of vessels to inappropriate structures not suited for recreational vessels (e.g., pilings), failing to adhere to navigational rules/laws (e.g., "rules of the road"), failing to secure vessel properly to mooring or dock, operation of vessel's engine without proper cooling or lubrication, improper handling and storage of flammable liquids (e.g., gasoline), undertaking a manifestly unsafe voyage, performing unsafe maneuvers (e.g., maneuvering close to a lee/down current shore or object), striking a bridge, collisions with another vessel, hard groundings, improper use of equipment or any and all actions and intent that violate Local, State, or Federal law, Myrtle Beach Sailing School rules and conditions, and/or Member Terms and Conditions.

Reporting Responsibilities

Operators are required to promptly inform Myrtle Beach Sailing School staff of any vessel or equipment problems or concerns encountered while underway (e.g., soft groundings, equipment problems, fuel spills, ordinary and/or gross negligence). It is fundamental and manifest duty to disclose all material facts and surrounding circumstances pertaining to the seaworthy condition and safety of the vessel to crew and Myrtle Beach Sailing School employees.

Weapons

Myrtle Beach Sailing School does not allow firearms or weapons aboard vessels. Rigging knives, utility knives and multi-tools are allowed if stowed and handled carefully. For the Operator's and other participants' safety, it's recommended the knife have a blunt point or "Sheep's Foot" blade.

Drug Use and Possession

The US Coast Guard has a long-standing policy that the use of drugs, including marijuana and medical marijuana, is prohibited aboard U.S. Vessels at any time by any person. Recent State changes have not affected this policy based on Federal Law. Company personnel must report such activities by participants upon learning of the event to the USCG.

Pump Out

At this time Myrtle Beach Sailing School will be responsible for waste pump out.

Returning the Boat

Operators are expected to return the boat in the same condition as they found the boat. This includes removing any trash, wiping up any spills or dirt/debris, cleaning the cooler/icebox and generally "tidying" the boat (putting away gear, coiling lines, replacing sail covers, etc....). Myrtle Beach Sailing School charges \$100 for excessive cleaning.

*Definitions:

"Operator": the club member, renter, student or anyone operating an Myrtle Beach Sailing School vessel and/or vessel equipment

"Seaworthy": the vessel is competent to resist the ordinary attacks of wind and weather, and is competently equipped and manned for the voyage, with a sufficient crew, and with sufficient means to sustain them, and with a captain of general good character and nautical skill.

"Ordinary Negligence": failure to exercise ordinary care

"Gross Negligence": the failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another.

I, the Operator, have read all pages of this document and fully understand the terms and conditions as set forth. I acknowledge receipt of a copy of this agreement.

Operator Name: _____ Date: ____/____/____

Operator Signature: _____

Operator Cell Phone: _____

Staff Signature: _____ Date: ____/____/____