



Master Bareboat Charter Party—Lakewood Yacht Club Member

This Master Bareboat Charter Party (“Charter”) is entered between _____ (“Charterer”) and Lakewood Yacht Club (“LYC”), is executed on the date written below for the use of one RS21 sailboat, her spars, sails, tackle, motor, fixtures, furnishings and equipment (hereinafter the “Vessel”) in the LYC RS21 Fleet.

In consideration of payment of the Charter Hire as set out in the fee schedule in effect at the time of the Charter as detailed in the Check Out Sheet executed at the time of the Charter, and other good and valuable consideration, Charterer hereby charters from LYC the Vessel identified on the Charterer Check-Out Sheet for the period and for the usage stated thereon under the terms and conditions stated herein and in the Charter Manual, which Charterer has reviewed and with which Charterer agrees to abide.

Bareboat Charter:

LYC agrees and hereby does charter the Vessel to Charterer “bareboat”. Charterer shall, at his/her own expense, crew, maintain, navigate, operate, provision, and supply the Vessel and shall have full control over the Vessel within the terms and conditions of this Charter.

Time and Place of Delivery and Redelivery:

This Charter will commence upon delivery of the Vessel designated on the Charterer Check-Out Sheet at the LYC RS21 Sling assigned to the Vessel at the time and date stated thereon and shall terminate upon redelivery of the Vessel by Charterer at said sling in the same good order and condition as when the Vessel was delivered, ordinary wear and tear excepted.

Term of Charter:

Charter Hire shall continue until Vessel is redelivered to LYC (“Charter Term”). In the event the Vessel shall become a total loss, actual or constructive (a constructive total loss shall be defined in the policy of hull insurance applicable to the Vessel), during the Charter Term, Charter Hire shall cease as of the end of the day the Vessel becomes a total loss which, for the purposes hereof, is defined to be the date on which the loss occurs regardless of whether determined to be a total loss on that date or a subsequent date.

Navigational Limits:

I understand that at all times the Vessel must remain on the waters of Clear Lake and/or Galveston Bay, Texas, as provided in the Charter Manual.

On-Hire Inspection:

I acknowledge that I have had a reasonable opportunity to inspect the Vessel in advance of accepting it for hire and find the Vessel to be seaworthy and well tackled, appareled, furnished, and equipped, and in good operating condition and repair at the commencement of the Charter.

Damage/Deposit/Insurance:

I agree that during the term of this Charter, I will keep the Vessel clean and presentable and I will maintain it in the same condition as at the commencement of the Charter Term. I will pay particular attention to the

hull bottom, which can be scratched if proper care is not taken when returning the Vessel to her slip and sling.

I understand that as Charterer I will be fully responsible for any and all uninsured loss or damage to the Vessel, normal wear and tear excepted. I have provided a ONE THOUSAND DOLLAR (\$1,000) security deposit which will be charged against only in the event of loss or damage to the Vessel. HOWEVER, I understand that in the event of uninsured loss or damage in excess thereof, I will be liable for and will be charged for the costs of repair or replacement upon determination of the amount of such loss or damage.

LYC has purchased hull insurance covering the Vessels. To the extent LYC's Commercial Yacht Insurance policy issued by Federal Insurance Company (the "Policy") covers any loss or damage to the Vessel and, to the extent the waiver of subrogation by said underwriters under the Policy applies to any loss or damage to the Vessel, LYC also waives its right to recover against Charterer for loss or damage to the Vessel. For the purpose of avoiding any doubt, LYC's waiver does not apply to the first ONE THOUSAND DOLLARS (\$1,000) of any loss or damage to the Vessel.

Charterer Supplied Equipment:

Charterer is required to supply his/her own personal safety equipment for him/herself and for all crew as well as any other personal sailing equipment needed in light of the existing and predicted weather conditions. If Charterer intends to sail on Galveston Bay, other than as part of an organized regatta being conducted on Galveston Bay, Charterer is required to supply a working hand-held VHF radio and working hand-held GPS with appropriate charts of the area.

Representations and Warranties:

- I, _____, as the Charterer of the LYC Vessel which has been assigned to me for my use, as identified on the Charterer Check-Out Sheet, represent and warrant to LYC that I have the necessary knowledge of and experience with the Vessel, the Regulations for the Prevention of Collisions at Sea ("COLREGS") as applied to Inland Waters, the current Racing Rules of Sailing promulgated by the United States Sailing Association ("USSA") as well as the safety equipment required for vessels of the type and size of the RS21 and for the type of sailing in which I intend to engage, as promulgated by the USSA and the United States Coast Guard.
- **As the Charterer, I also acknowledge the hazards involved with sailing and that boating can be dangerous. With that knowledge, I understand that I, as Charterer, am responsible for my own decisions whether to sail and whether to continue sailing under the governing conditions and those predicted or reasonably foreseeable to occur during the Charter Term.**
- I have read and understand the terms and conditions of this Charter and as supplemented by terms and conditions stated in the Charter Manual and agree to abide by both.

Prohibition of Liens and Encumbrances:

The Charterer shall have no right, authority or power to create, cause, incur, or permit to be imposed upon the Vessel any lien or encumbrance whatsoever including without limitation, any lien for common law or contract salvage, towage or other salvage services. In the event a tow or other salvage services become necessary, Charterer hereby agrees that he/she shall contact Lakewood Yacht Club and only Lakewood Yacht Club for such services and shall not enter any contract for or agree to any salvage services other than those provided by Lakewood Yacht Club. Charterer shall advise any other person or entity proposing

to provide goods or services to the Vessel of this prohibition of lien. The Charter Manual shall otherwise govern any and all terms of towage and salvage services for the Vessel.

Charterer shall defend, indemnify and hold harmless LYC against all liens and encumbrances of whatsoever nature arising out of or relating to Charterer's operation of the Vessel including the reasonable attorney's fees and costs of defending against such claim.

RELEASE AND WAIVER OF CLAIMS

Charterer hereby assumes all risk of injury to or death of any person and the loss or destruction of property from any cause whatsoever in connection with the possession, use or operation of the Vessel. Charterer hereby releases Lakewood Yacht Club; Dinghy Planet, LLC, d/b/a KO Sailing; and, for events organized by Bay Access, a 501(c)(3) not for profit corporation ("Bay Access"), Bay Access, and the officers, directors, members, employees, agents, and/or contractors of any or all of the foregoing, (which are referred to collectively herein as the "Released Parties") and waives any and all claims and causes of action against the Released Parties, or any of them, including without limitation any and all suits, losses, liabilities, demands, attorney's fees, costs, damages, or expenses, which arise out of, directly or indirectly, Charterer's operation or use of the Vessel, without limit and without regard to the cause or causes thereof, even if caused by the sole or concurrent, ordinary or gross negligence, fault, or strict liability of any or all of the Released Parties or the unseaworthiness of the Vessel, excepting only the willful or intentional acts of the Released Parties.

No Assignment or Subcharter:

This Charter may not be assigned or subchartered without the express written consent of LYC.

Compliance with All Laws Rules and Regulations:

Charterer agrees that he/she will not at any time use the Vessel in violation of any law but will comply with all federal, state, municipal, and local laws and the rules, orders, regulations, and requirements of any departments and bureaus thereof.

Choice of Law and Forum Selection:

Any controversy or claim arising out of this Charter, the breach hereof, and any claim for damages for bodily injury or property damage or any other cause of any nature whatsoever, sustained by the Charterer by reason of the negligence or other fault of or claim against LAKEWOOD YACHT CLUB, Dinghy Planet, LLC d/b/a KO Sailing, and/or Bay Access, for events organized by it, and the officers, directors, members, employees, agents and/or contractors of any or all of the foregoing shall be resolved exclusively in the United States District Court for the Southern District of Texas, Houston or Galveston Divisions, or, in the event such courts lack subject matter jurisdiction over the case or controversy, and only in that circumstance, in the state District Courts of Harris County, Texas.

This Charter shall be governed by and interpreted under the General Maritime Law of the United States and, to the extent such law does not provide a rule of decision, and only then, by the laws of the State of Texas, without regard to the choice of law rules of either.

This authorization applies to the Charterer who is under the age of 18 years of age. I have the authority to consent to medical treatment of the foregoing Charterer. Should the Charterer need medical attention or treatment, my signature below confirms my permission for this to be done. In the event that I cannot be reached promptly. I request that any health care provider accept this as a full authorization. I further agree to be fully responsible for any and all reasonable and necessary expenses incurred as a result of the use of this authorization for the treatment of the Charterer.

Signature of LYC Member: Parent, Legal Guardian, or Responsible Adult

Date: _____

Printed Name: _____

2322 Lakewood Yacht Club Drive, Seabrook, TX 77586 - 281-474-2511 - www.lakewoodyachtclub.com