

MSA SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO THE CHARTERER HOWSOEVER CAUSED AND CHARTERER SHALL INDEMNIFY MSA WITH RESPECT TO ANY CLAIM FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE NOT COVERED BY MSA'S INSURANCE.

IN THE EVENT THAT ANY ACT OR OMISSION OF THE CHARTERER NULLIFIES ANY SUCH INSURANCE, THE CHARTERER SHALL BE OBLIGATED TO PAY TO MSA ANY AND ALL LOSSES AND INDEMNIFY MSA AGAINST ALL CLAIMS AND DEMANDS WHICH WOULD OTHERWISE HAVE BEEN COVERED BY SUCH INSURANCE.

7. Default. Upon failure of the Charterer to perform or observe any provision of this agreement, MSA may forthwith repossess the OPTI, However, any such repossession shall not release the Charterer from his/her obligations to pay any amounts or to indemnify MSA as provided in this agreement.

8. No Assignment or Sub-Charter. The Charterer agrees not to assign this agreement or sub-charter the OPTI.

9. Authority. It is hereby agreed that the authority regarding the operation of the OPTI is hereby transferred to the Charterer for the charter period.

10. Governing Law. This agreement shall be enforced and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

11. Binding Agreement. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

MANCHESTER SAILING
ASSOCIATION

CHARTERER

By _____
MSA Program Director (Representative)

Signature _____

Printed Name:

PARENTAL AGREEMENT IF CHARTERER IS UNDER 18 YEARS OF AGE

The undersigned, _____, does hereby represent that he/she is the parent or legal guardian of the above-identified CHARTERER and, in consideration of MSA's entering into the above-identified Agreement agrees to carry out and be bound by each of the terms and conditions in the above Agreement and agrees to indemnify, save and hold harmless MSA from any loss that results in the CHARTERER's non-performance of the obligations specified in this Agreement.

Signed: _____ Relationship to Charterer: _____

Address: _____