



LAKE WANAKA YACHT CHARTERS

### Bareboat Application Form

V8 20181102 drr

Last Name: \_\_\_\_\_ First Name/s: \_\_\_\_\_

Address: \_\_\_\_\_

Email : \_\_\_\_\_ Mob Phone : \_\_\_\_\_

Country; \_\_\_\_\_

Charter Date/s; \_\_\_\_\_

Type:  Half-Day  Full Day  Overnight  Other \_\_\_\_\_

How did you hear about us?  
\_\_\_\_\_

### **Boating History**

Do you currently own a yacht?

- Yes
- No, but I have owned a yacht in the past
- No, I have never owned a yacht

Please provide a description of the yacht/s: \_\_\_\_\_

How many years have you been skippering sailing yachts?
<input type="checkbox"/> 0 years
<input type="checkbox"/> 1-4 years
<input type="checkbox"/> 5+ years
<input type="checkbox"/> 10+ years

How many days in your lifetime have you skippered a sailing yacht?
<input type="checkbox"/> 0 days
<input type="checkbox"/> 1-9 days
<input type="checkbox"/> 10-29 days
<input type="checkbox"/> 30+ days
<input type="checkbox"/> 50+ days
<input type="checkbox"/> 200+ days
<input type="checkbox"/> 365+ days

Please specify which sizes of yacht you have skippered for 3 days or longer:

- |                                  |   |   |
|----------------------------------|---|---|
| <input type="checkbox"/> 27-37   | 30 days or longer: <input type="checkbox"/> 27-37 | 60 days or longer: <input type="checkbox"/> 27-37 |
| <input type="checkbox"/> 38-48   | <input type="checkbox"/> 38-48                    | <input type="checkbox"/> 38-48                    |
| <input type="checkbox"/> 49-58'+ | <input type="checkbox"/> 49-58                    | <input type="checkbox"/> 49-58                    |

Please specify which types of sailing you have done:

As Skipper
<input type="checkbox"/> None
<input type="checkbox"/> Lakes / Inshore
<input type="checkbox"/> Coastal
<input type="checkbox"/> Offshore

As Crew
<input type="checkbox"/> None
<input type="checkbox"/> Lakes / Inshore
<input type="checkbox"/> Coastal
<input type="checkbox"/> Offshore

Please let us know which of the following you have experience of:

As Skipper
<input type="checkbox"/> Pick up a mooring buoy
<input type="checkbox"/> Mediterranean Moor
<input type="checkbox"/> Docking
<input type="checkbox"/> Single bow anchor
<input type="checkbox"/> Operating a yacht engine
<input type="checkbox"/> Reading charts
<input type="checkbox"/> Plotting, piloting
<input type="checkbox"/> GPS / Chart Plotter

As Crew
<input type="checkbox"/> Pick up a mooring buoy
<input type="checkbox"/> Mediterranean Moor
<input type="checkbox"/> Docking
<input type="checkbox"/> Single bow anchor
<input type="checkbox"/> Operating a yacht engine
<input type="checkbox"/> Reading charts
<input type="checkbox"/> Plotting, piloting
<input type="checkbox"/> GPS / Chart Plotter

## Sailing Qualifications

Which Qualifications do you hold?

- Basic Keelboat
- Basic Coastal Cruising
- Bareboat Chartering
- Coastal Navigation
- Advanced Coastal Cruising
- Celestial Navigation
- Offshore Passage making
- Basic Small Boat Sailing
- Cruising Catamaran
- Trailerable Multihull Standard

If you hold any other sailing/ICC qualifications, please specify:

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An *International Certificate of Competence (ICC)* is a certificate, which may be issued to anyone who has successfully completed certain *national boating licenses* or has passed an *examination* to prove the necessary competence for pleasurecraft operation.

## Please Tell Us About Your Crew

Thank you for telling us more about your party. This information is for internal use and does not reflect on your sailing resume. If you do not know about the size of your party or their experience, you may skip this section. Please provide a brief summary of your party's sailing experience: Items you can include here, but are not limited to: time aboard a yacht as passenger/crew, how recent and where, what type and size of yacht, other crew members sailing certification, etc.

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**Names of crew (including children)** (First and last names please)

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## **Booking | Payment | Cancellations | Bonds**

**Booking:** You can book/reserve your space and pay a deposit for the yacht online at [www.sailwanaka.nz](http://www.sailwanaka.nz). A deposit is required to make a reservation. Balance payment can then be made on the day of your charter before you head out on the yacht or you can prepay with the methods below, this also includes the bond.

### **Payment/Deposits:**

- Credit/Debit Card: Payments can be made on the day. (3% surcharge for credit)
- Cheque: Internet Banking Acct: Mountain Spirit Ltd, Acct: 0317390153245000
- Paypal (contact us for details or use [randall@mtnsprit.org](mailto:randall@mtnsprit.org) on paypal website)
- Cash

### **Cancellations:**

We reserve the right to cancel a charter and offer an agreeable alternative charter, or a refund if:

- [A] there are adverse weather conditions.
- [B] for any specific reasons the vessel cannot be available.

[C] We determine that the client's health risk negates them going on the boat. If you need to cancel, and it's prior to 48 hours, you'll receive a full refund unless we have had a request for that date, and your reservation has caused us to lose that booking. If you cancel between 48-12 hours, you'll receive a refund less \$120. Less than 12 hours, 50% is refunded.

### ***Bonds for Bareboat Charters***

For bareboat charters a bond is required. A bond of \$500. for ½-day charters, \$1000. Full-day charters; and \$2000 for overnight charters is required and is returned upon the boat's safe return.

### **Additional Conditions of Charter**

1. A cleaning fee will be charge if the vessel is returned in an unreasonable state. We ask for you to "bring the boat back as you found it" and appreciate that you are on holiday, so you can opt for our crew to clean your boat but we do charge for this service. This usually takes between 1 and 3 hrs at \$38.50/hr. Please let us know at time of booking if you would like us to clean the boat for you. Any maintenance required due to any Bond issues is charged at \$45/hr.
2. Charters will terminate at the end of the prescribed time unless prior arrangement.
3. No animals/pets on vessel.
4. Drinking on board holds the charterer liable for any and all damages.
5. Lake Wanaka Yacht Charters reserves the right to alter the terms and conditions, specifications of the vessel and charter rates without prior notification.
6. **ACCIDENT/DAMAGE** Lake Wanaka Yacht Charters holds its vessel fully insured against fire-marine & collision risks- third party liability. If during the charter period damage or loss is caused the charterer, charterer is liable as follows;
  - a. to the full extent of loss and damage which in **LWYC** opinion is not claimable against vessel insurers.
  - b. to the full excess (currently \$1500) on vessel insurance policy.
  - c. to pay full amount of loss or damage should the claim be declined by the Insurance company
7. all equipment supplied is used by the charter party at their own risk.
8. All Yacht charters are provided with onboard consumables which includes salt and pepper, 2 toilet rolls and toilet brush/cloth, detergent, Spray and Wipe, dish brush and cloth, 2 tea towels, Fishing rags (- so T- towels are not used :-)), lighter for the stove, Pillows & pillow cases, hand towel and hand soap per toilet. Also included is LPG, marina rubbish disposal, berth and launching fees

### **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Mountain Spirit Ltd t/a Lake Wanaka Yacht Charters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MS Ltd/LWYC"), I hereby agree to release, indemnify, and discharge MSI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sailing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; and improper lifting or carrying.

Furthermore, MS Ltd/LWYC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MSI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MS Ltd/LWYC 's equipment or facilities, including any such claims which allege negligent acts or omissions of MS Ltd/LWYC.

4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**Declaration:** I certify that the above information is correct and that I have sufficient level of competence to ensure the safety of the crew and vessel . I have read the conditions of charter and payment and agree to abide by them . I have had sufficient opportunity to read this entire document. I have read and understood it, and will adhere to the safety procedures. I agree to be bound by its terms. Strict safety procedures are observed, however an element of risk exists with any adventure trip. MS Ltd/LWYC shall not be liable.

Signature: \_\_\_\_\_ Date : \_\_\_\_\_  
Print Name: \_\_\_\_\_

I agree and understand all that has been explained in the safety briefing  
Please initial on the day of hire \_\_\_\_\_ Date: \_\_\_\_\_

**LAKE WANAKA YACHT CHARTERS – 250 HAWEA BACK ROAD, RD 2 WANAKA 9382**  
**0204-111-2668 | 03-443-5669 | [randall@mtnsprit.org](mailto:randall@mtnsprit.org) | [sailwanaka.nz](http://sailwanaka.nz) |**  
**[mtnsprit.co.nz](http://mtnsprit.co.nz)**

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