

MindBodyBoat LLC - CONDITIONS OF RENTAL

The cost of replacing any bent masts, however caused, will be deducted from the damage deposit. All the masts have been checked to make sure they are within the design tolerance. Competitors are reminded that masts may be more likely to bend if high boom-vang loadings are used.

1. No changes, additions, or alterations to the spars, hull and fittings shall be made except as follows:
 - a. A compass and/or wind indicator supplied by the competitor may be used provided that they can be fitted without piercing or otherwise marking the hull, deck, or spars.
2. Wet or dry sanding of the hulls or any other equipment is prohibited.
3. The use of waxes, polishing compounds or similar is prohibited.
4. Renting competitors may wash their boat with detergent and water.
5. Plastic tape or similar may be used in accordance with the ILCA Class Rules.
6. No fitting may be removed, even if subsequently replaced. All the fittings are sealed with silicon during manufacture. The hiking strap may be replaced with a hiking strap of choice with the permission and help of a MindBodyBoat LLC representative.
7. No repairs may be undertaken without the written permission of the MindBodyBoat LLC representative.
8. The use of the rental boat may be withdrawn if, in the sole opinion of the MindBodyBoat LLC representative, a competitor breaks any of the conditions of rental or treats or handles a rental boat without due care or in a manner which causes or is likely to cause damage to the boat.
9. **Any renting competitor found towing at more than 8kts will be charged \$500 and have the equipment withdrawn immediately.**
10. Boats, spars, cover and dolly will be supplied. Competitors must bring their own sail, rigging, and tiller with extension.
11. Any damage or loss of equipment to a rental boat, no matter how slight, must be reported to the MindBodyBoat LLC representative as soon as practicable.
12. The renting competitor and/or their guardian(s) are solely responsible for damage to boats or to other property. Any fault determined under the ILCA and US Sailing racing rules and all parties involved will be bound thereby, but shall have no consequence between the agreement of MindBodyBoat LLC and the renting ILCA competitor. MindBodyBoat LLC will recover all damages directly from the renting competitor. In the event of loss or theft, renting competitors will be charged the replacement value of the boat.
13. The credit card used to reserve and pay for the rental will also serve as the damage deposit. MindBodyBoat LLC will only impose additional charges to the credit card for

damage(s) incurred during the rental period. In the event of major damage, renting competitors will be charged the cost of the repair plus the depreciation of the boat.

14. Competitors are not covered or protected by MindBodyBoat LLC or its insurance policy. Each renting party is responsible for providing their own valid third-party liability insurance coverage of at least US\$ 500,000.00 (or equivalent) per incident. At-fault damages to other boats are the responsibility of the renting competitor.

15. The renting competitor agrees to defend, indemnify and hold harmless owner, its employees, agents, officers and directors of MindBodyBoat LLC from any and all liability for injury, loss or damage to third persons or the renting competitor, occasioned by the acts and conduct (whether due to negligence or otherwise) or default of renting competitor, or rental agents, representatives, employees or crew members, except to the extent any such liability is covered by owner's insurance.

16. All refunds are at the sole discretion of MindBodyBoat LLC. All refunds will be assessed a \$100 processing fee. Refunds are not given for cancellations due to ordinary circumstances.