

O'pen Skiff World Championships 2026

O'PEN SKIFF CHARTER AGREEMENT

Charterer (Owner): Tahe Outdoors Aust. Pty. Ltd.

ABN: 13 164 081 529

Address: 1 Girard St, Freshwater NSW 2096

Contact: Bevan McKavanagh Ph. +61 4 0404 5774, Email: bevan@taheoutdoors.com

1. Equipment

This agreement applies to the charter of:

- O'pen Skiff hull
- Mast, boom & rigging
- Sail
- Foils (rudder & centreboard)
- Beach Trailer
- Associated fittings and components

(Collectively referred to as “the Equipment”)

2. Rental Period & Collection Location

Rental commences upon collection (Dec. 27th 2026) and ends upon return and inspection (Jan. 4th 2027).

The equipment will be provided at Keppel Bay Sailing Club, 1 Anzac Parade, Yeppoon QLD 4703.

3. Eligibility & Competency

The Parent/Guardian warrants that:

- The sailor is competent to rig, launch and sail independently.
- The sailor can swim at least 50 metres unaided.
- The sailor is physically capable of participating in dinghy sailing.
- The sailor understands right-of-way rules and basic sailing safety.

The Owner reserves the right to refuse hire if competency is not demonstrated.

4. Supervision Requirements

The Owner does not provide rescue services.

The Parent/Guardian remains responsible for on-water supervision and retrieval.

5. Assumption of Risk

Sailing is an activity that involves inherent risks, including but not limited to:

- Capsize and entrapment
- Collision with vessels or fixed objects
- Impact injuries from boom or rigging
- Weather changes
- Equipment failure

The Parent/Guardian acknowledges these risks and voluntarily accepts them on behalf of the minor.

6. Release & Indemnity

To the fullest extent permitted by law The Parent/Guardian:

- Releases the Owner from liability for injury, death, or property damage arising from use of the Equipment.
- Indemnifies the Owner against any claims brought by or on behalf of the minor.

Nothing in this agreement excludes rights under the Australian Consumer Law that cannot legally be excluded.

7. Damage & Loss

The Parent/Guardian agrees to pay:

- The cost of repair for damage beyond fair wear and tear.
- Full replacement cost if Equipment is lost or destroyed.

Common chargeable damage includes:

- Broken mast sections
- Torn sails
- Damaged rudders or centreboards
- Hull cracks from impact
- Lost fittings
- Replacement cost will be based on current Australian retail pricing of O'pen Skiff components.

8. Charter Cost

The cost to charter the equipment is \$AU595.

8. Security Bond

A refundable bond of \$AU400 is required.

The Owner may deduct:

- Repair costs
- Missing parts

9. Cleaning & Care

The sailor must:

- Rinse hull, sail, spars and foils with fresh water.
- Remove sand from fittings.
- Store sail dry and properly rolled.
- Return Equipment in clean condition.

10. Cancellation Policy

- Cancellation before 01/08/2026: 100% of charter cost refunded.
- Cancellation between 01/08/2026 - 01/09/2026: 80% of charter cost refunded.
- Cancellation after 01/09/2026: No refund provided.

Full refund of the security deposit will be refunded if the charter equipment is not used.

11. Governing Law

This agreement is governed by the laws of the State of QLD and the Commonwealth of Australia.

PARENT / GUARDIAN DECLARATION

I confirm that:

- I am the legal parent/guardian of the named minor.
- I have read and understood this agreement.
- I accept full financial responsibility for the Equipment.
- I accept the risks associated with dinghy sailing.

Minor's Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____