

Morale, Welfare & Recreation Department
Carr Creek Marina
388 Halligan Road
Naval Support Activity Annapolis, MD 21402-5058
410-293-3731
Manager Brandt Rodey



MORALE, WELFARE AND RECREATION DEPARTMENT POWER AND SAILBOAT RENTAL

From: Installation Program Director, Morale, Welfare, and Recreation (MWR)

Subj: Carr Creek Marina Power and Sailboat Rental

Ref: CNICINST 1710.11c, section 18-9, Marina Operation

- Encl:
1. Boat Rental Agreement
 2. Hold Harmless Agreement
 3. Float Plan
 4. Rental Boat Damage Reporting Form

1. Purpose.

To establish uniform procedures for boat rentals and watercrafts at Carr Creek Marina (CCM), NSA Annapolis

2. Discussion.

In the accomplishment of its mission, the MWR Department operates a Marina at the estuary of Carr Creek at Naval Support Activity, Annapolis. The Marina offers MWR eligible customer's opportunities to enjoy the waterways of the Annapolis area through a summer rental boat program that offers sailboats, small powerboats, kayaks and canoes.

3. Responsibility.

The Marina management staff is responsible for following the procedures outlined in this SOP.

4. Action.

- a. CCM will maintain a rental reservations calendar in which all reservations shall be entered for available boats.
- b. Rental reservations may be made no more than five days in advance of desired date.
- c. CCM will maintain a database for recording qualified renter information

5. General Rental Procedures

- a. A pre-rental inspection of the boat will be made with the renter. The condition of the boat and any issues shall be noted and initialed on the rental agreement.
- b. Minimum age to rent a boat is 16.
- c. Enclosed Rental Agreement and Hold Harmless Agreement for each adult with minors listed shall be fully completed for each rental. A copy of the rental agreement and the vessels registration card shall accompany the rental boat for the duration of the rental period. The documents shall be placed in a "dry bag" for safekeeping.
- d. All renters must be qualified MWR facilities users.
- e. MWR CCM will provide each renter a USCG approved PFD of an appropriate size for all vessel occupants. In accordance with MD State Law, children 13 years of age and younger shall be required to wear a PFD at all times while on the water.
- f. A USCG Approved throwable flotation device, handheld day flares, an audible warning device (air horn), fire extinguisher (for powered vessels), paddle and anchor with a suitable rode shall be supplied with each rental boat.
- g. A rental history is required to move to larger vessels beginning with smaller/older boats. Two successful rentals are required before moving up to the next boat.
- h. Reserved boats will be held for 15 minutes without prior notification before being offered to interested renters.
- i. Online reservations will be charged a deposit equivalent to a 1-hour rental.

6. Sailboat Rental Procedures

- a. Sailboat rental skippers must possess a USNSA Basic Keelboat Skipper Qualification, ASA equivalent (ASA 101), US Sailing Basic Keelboat or other USNSA recognized Basic Keelboat Qualifications. Sailing certification must be presented at the time of rental.
- b. Each rental sailboat must have a qualified skipper and at least one crew person over the age of 16.
- c. Experienced sailors with no Keelboat Skipper Qualification may challenge for a qualification. Vessel rental is subject to the successful completion of the qualification.
- d. Rental history begins with the Rainbow 24'/Rhodes 19' or American 18' (Level 5) , Capri 22' or Hunter 22' (Level 6), Catalina 25' (Level 7), Catalina 27' (Level 8)
- e. Area of Operations for sailboats.
 - (1) The operational boundaries for each class of sailboat will be drawn to the attention of the skipper on a nautical chart depicting the Severn River and Chesapeake Bay.
 - (2) Rainbow 24, Rhodes 19', American 18', Hunters 22' and Capri 22' Sailboats. Area of operation is: an eastern boundary defined by a line between Greenbury and Tolly Points and up the Severn River as far as the US Naval Academy Bridge.
 - (3) Catalina 25 and 27 sailboats. Area of operation is: That area described in (1) above and the vessel may be sailed on the Chesapeake Bay between the Chesapeake Bay Bridge and a southern boundary abeam Bloody Point.

7. Powerboat Rental Procedures

- a. Individuals born after 1 July 1972 may rent a powerboat for one occasion only. Subsequent rentals require the individual to possess a Maryland Safe Boaters Certificate or equivalent.
- b. Prior to the initial scheduling and rental of a powerboat, all individuals must complete a 26 question boating test and demonstrate practical boat operating skills. The test and evaluation shall be administered by CCM. To qualify for powerboat rental, the individual shall achieve a passing score of 20 correct answers on the written test and successfully demonstrate practical on water boat operating skills.

- c. The area of operation for rental powerboats is: an eastern boundary defined by a line between Greenbury and Tolly Points and up river on the Severn as far as the navigable headwaters of the Severn River.(Except for the Angler 20', Tahoe 20', Nauticstar 22' and 24')
- d. Rental history begins with the Boston Whaler 15', Jonboat 16' (Level 1), BW 17' or BW 18' (Level 2), Tahoe 20' or Angler 21', Jonboat 20', McKee 18' (Level 3), NauticStar 22' or 24' (Level 4)
- e. Upon the return of the rental powerboat, the vessel will be removed from the water to its trailer or cradle and an inspection will be made to ascertain if there is any damage to the vessel, its equipment or if any equipment loss has occurred. In the event of damage or loss being discovered it will be drawn to the renter's attention, the damage and/or loss will be documented on the Rental Boat Damage Reporting Form. The document shall be signed by both the renter and the CCM employee responsible for the post use inspection. The renter shall be advised that after an assessment for repairs and cost is established they will be invoiced for those costs. CCM will prepare and mail that invoice for payment to the renter.
- f. Fishing is permitted from the Boston Whaler 15', 17', 18', Angler 21', Mckee 18' and all Jonboats. Renters are responsible for complying with any Federal or State laws governing fishing activity.
- g. Towing of any waterborne object by rental power boats is prohibited.
- h. Gasoline is provided by the MWR Staff and is already included in the price.
- i. High Performance Powerboat Rental. Special conditions apply to rent the following powerboats: TAHOE, ANGLER and both NAUTICSTARS.
 - (4) The quality, capabilities and performance of these vessels, require renters to demonstrate their ability to responsibly operate these boats. The CCM will determine the qualifications of the individual prior to scheduling and renting these vessels.
 - (5) A damage free boating history with CCM must exist prior to renting the TAHOE and ANGLER.
 - (6) These vessels are rented on a "full tank out, full tank in" basis. Upon return of these boats at the end of the rental period, they will be removed from the water, placed on their trailers and taken to the to the NEX gas station where the renter shall be responsible for purchasing a full tank of fuel.
- j. TAHOE, ANGLER and NAUTICSTARS area of operation are: an eastern boundary defined by a line between Greenbury and Tolly Points and up river on the Severn as far as the navigable headwaters of the Severn River. Additionally these vessels may be used on the Chesapeake Bay between the Chesapeake Bay Bridge and a southern boundary abeam Bloody Point. These boundaries will be drawn to the renter's attention on a nautical chart showing the Severn River and the Chesapeake Bay

Danny P. Calhan

IPD, MWR

NAVAL SUPPORT ACTIVITY, ANNAPOLIS

410-293-9333

Daniel.p.calhan.civ@us.navy.mil

Distribution: MWR Marina staff and MWR accounting office

Morale, Welfare & Recreation Department
 Carr Creek Marina
 89 Bennion Road
 Naval Support Activity Annapolis, MD 21402-5058
 Office # 410-293-3731
BOAT AND EQUIPMENT RENTAL AGREEMENT



Date out: _____ Time Out: _____ Date in: _____ Time In: _____ Time Use: _____

Boat/equipment listed below is rented upon the conditions shown below. Renter represents that Renter has read, understood, and agrees with the conditions.

*Renter's Name: _____ Status: _____ (AD, Ret., etc.) Qualifications: _____

*Address: _____ HH # _____

*City: _____ State: _____ Zip: _____

*Phone: _____ (Please provide a cell phone number if you have it with you.)

*Emergency Contact: _____ # _____ (Please list someone who is not attending the boat outing.)

***Crew List**

1		4	
2		5	
3		6	

Equipment provided: (Enter number of items in box.)

- PFD's Horn Paddle Full Fuel Tank(s) Registration Dry Bag
 Throwable Flares Key Other: _____

Boat Rented: _____

Condition of vessel as noted: _____ Initial: _____

- Water \$1 Hat (\$15) Sun Block (\$5) Polarized Sun Glasses (\$25) Other: _____

MWR, Carr Creek Marina Rents the boats and/ or equipment listed herein to the Renter subject to the conditions of this agreement. In consideration, the Renter agrees to the following:

1. Agreement consists of all the conditions on this page and it's reverse side, whether printed or written.
2. Renter acquires no rights other than the right to use the boat and/or equipment according to this agreement.
3. Renter will return the boat and/or equipment in the same condition as received, except for ordinary wear, to the location where rented. Renter will report fully any and all incidents during the period of rental to the **Carr Creek Marina** MWR NSA Annapolis, at 410-293-3731.
4. Renter Agrees to pay to the MWR the rental rate established for the boat/equipment.
- 5. If loss or damage to the boat and/or equipment occurs due to the fault of the Renter, Renter agrees to pay to MWR CCM NSAA the amount of such loss or damage, including expenses incurred by MWR to restore the boat and/or equipment to general recreational use.**
6. MWR does not provide any liability coverage for the Renter against claims, which may arise from the use of the boat and/or equipment. Renter further agrees to defend and indemnify MWR, the United States, the Department of the Navy, its officers, enlisted and civilian personnel, from any and all liabilities and costs of defense for any damages arising in any manner whatsoever incurred during, or in any way incidental to the rental, use, or operation of the boat or equipment rented herein, arising out of and through any negligent act or omission by the Renter, the Renter's crew, guests, and/or invitees.
7. Renter represents that he or she is an eligible MWR patron and is age 18 or older, or is presently on active duty in the U.S. Armed Forces; or if under age 18, has established parental or sponsor acceptance of responsibility for the acts of a minor or dependent child. Renter further represents that the information provided for identification is true and accurate.
8. Renter represents that Renter is fully qualified and competent to use and operate the boat and/or equipment rented herein, and will ensure a full and complete understanding by Renter's crew, guest, and/or invitees of all safety features and procedures inherent in the use and operation of the boat equipment rented.
9. Renter has read and fully understands the procedures, rules and regulations of MWR, Carr Creek Marina as locally established, and agrees to fully abide by all such procedures, rules and regulations.
10. Renter agrees that regardless of any verbal agreements or promises, absolutely no additions, modifications, deletions, or amendments to this rental contract will have any affect whatsoever unless specifically included herein in writing and signed by the parties thereto.
- 11. Renter agrees that all adult occupants will sign a hold harmless agreement including any passengers taken aboard after leaving Carr Creek Marina.**

*Renter: _____ MWR Representative: _____

NAVY MWR FACILITIES, PROGRAMS AND ACTIVITIES
MWR WATERCRAFT RENTAL AND USAGE
RELEASE OF LIABILITY AND ASSUMPTION OF RISK

• **THIS IS A LEGAL DOCUMENT** •

Please read and fully understand this document before signing. If you have any questions please consult an attorney.

Full Name of MWR Patron/Participant:

Parent/Guardian Name (if applicable):

MWR Event: Boat Rental

Location: MWR Marina

Date of Event:

Navy Morale, Welfare and Recreation (MWR) is committed to operating its facilities and conducting its activities in a safe manner and holds the safety of its patrons and their guests of paramount importance. Navy MWR continually strives to reduce the risks associated with its operations and insists its patrons are aware of and follow all safety rules and instructions designed to protect them.

General. I confirm that I am an eligible MWR patron over 18 years of age, and if under 18 years of age, an authorized MWR patron participating in an MWR event or utilizing MWR facilities or equipment (hereafter "MWR event") described below with express consent of my parents or other legal guardian(s). I also acknowledge that I have voluntarily chosen to participate in this Navy MWR event, and that the event in which I am participating has certain risks, inherent and otherwise, that cannot be eliminated, and these risks can cause loss, damage and destruction to equipment and personal property, accidental injury and illness, and in extreme cases, permanent trauma, disability or death.

Warning of Risk. Despite proper maintenance and preparation of facilities and equipment, instruction, medical advice and conditioning, there is risk of serious injury when participating in any MWR event. While some risks are inherent to the facility or the MWR event concerned, not all hazards and dangers can be foreseen. Depending on the particular facility, equipment or MWR event, I understand that there exists certain risks, dangers, and injuries from inclement weather; exposure to the elements; hypothermia and drowning ; contact naturally occurring with plants, animals, and insects; slipping or falling, whether it be through poor skill level, preexisting medical condition, physical limitations, inattention, carelessness, horseplay or other hazards; inadequate or defective equipment; inclement weather and water conditions, and inadequate supervision or instruction, including the negligent act or omission of a Navy MWR employee or other individuals; and other circumstances inherent to operating or riding as a passenger on a watercraft. I also understand and acknowledge that there may be "free" time when I may not be actively participating in the event for which I am intending to participate, yet potential hazards may nevertheless be present. In this regard, I recognize that Navy MWR cannot guarantee my absolute safety should I participate in this MWR event.

MWR Event. I understand and acknowledge the physical and mental rigors associated with operating a watercraft, whether human-, motor- or wind-powered, and realize that launching, operating or riding as a passenger in such watercraft and other related activities are inherently dangerous and represent a test of a person's physical and mental limits, as well as their seamanship skills. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death, and loss or damage to property through exposure to extreme conditions and circumstances brought about by weather and water conditions, accidents, illness, contact or collision with other watercraft and natural or manmade objects (navigational hazards); watercraft, and navigational, communication and other equipment failure; inadequate safety measures; operators of varying skill levels; situations beyond the immediate control of Navy MWR, its employees, volunteers and other event organizers; and other

You are encouraged to learn of additional risks associated with your participation in this and other MWR events through Recreational Off-Duty Safety (RODS) information, resources, and reference material available at the Navy Safety Center web site, http://www.public.navy.mil/NAVSAFECEN/Pages/shore/off-duty_rec/off_duty_rec.aspx, as well as additional safety-related resources made available through your command's RODS Office, as well as commercial resources.

undefined risks of harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“risks”). I know that participating in this MWR event is a potentially hazardous activity, and that I should not operate watercraft of any kind unless I am medically and physically able and properly trained.

I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the event, or the acts, inaction or negligence of the released parties described herein. I agree to be familiar with and abide by the rules and regulations established for operating watercraft. I also accept sole responsibility for my own conduct and actions while in possession of and while operating the watercraft, and the condition and adequacy of my equipment. I hereby expressly assume all such risks and responsibility including, but not limited to, collisions, groundings, and the proper operation of the watercraft; maintaining and using equipment in a safe and proper manner; the effects of changing water conditions and the weather, including wind, storms, and exposure to extreme temperatures and their affects;, with all such risks being known and appreciated by me.

Medical Information and Consent to Treatment. In the event of injury or illness, I authorize on behalf of myself (or my child/ward, having not attained the age of 18 years), Navy MWR to provide or obtain first aid and medical treatment, and to seek additional medical treatment at the nearest and most adequate medical facility of its choice. This medical treatment authorization form is completed and signed of my own free will with the sole purpose of authorizing medical treatment under emergency circumstances for myself (or my child or ward).

Medical Insurance. I have adequate health, disability and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital, and I authorize for any MWR employee, guide or volunteer, or any medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or AIDS status, in the possession of Navy MWR to any medical facility, hospital, ambulance, first aid provider any other medical care provider rendering care of my behalf. I hereby waive any action or claim against Navy MWR and its personnel, any health care facility or provider, or first aid provider for the release of this medical information, including my HIV or AIDS status.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

By my signature, below, I unconditionally release and hold harmless the Department of the Navy, Navy MWR (a nonappropriated fund instrumentality (NAFI)), and its employees against and for all liability, cost, expenses, claims, and damages for which the U.S. Navy or Navy MWR might otherwise become liable by reason of any accidents, or injuries to or death by any persons, or damage to property or both, in any manner arising or resulting from, caused by, connected with or related to the presence of any such person upon such property, facilities or premises, regardless of how, where, or when such injury, death or damage occurs even if caused by the negligence of Department of the Navy, Navy MWR (NAFI), its agents, servants, or employees, or due to conditions or operation on or defects in the premises. Further, my signature below also signifies that I have read this release and assumption of risk document and fully understand all its terms. I execute it voluntarily and with full knowledge of its significance.

FULL NAME OF MWR PATRON/PARTICIPANT:

(Please Print)

FULL NAME OF PATRON’S/PARTICIPANT’S PARENT OR LEGAL GUARDIAN(S):

(Please Print)

SIGNATURE OF PATRON’S/PARTICIPANT’S PARENT OR LEGAL GUARDIAN(S):

DATE OF SIGNATURE:

You are encouraged to learn of additional risks associated with your participation in this and other MWR events through Recreational Off-Duty Safety (RODS) information, resources, and reference material available at the Navy Safety Center web site, http://www.public.navy.mil/NAVSAFECEN/Pages/shore/off-duty_rec/off_duty_rec.aspx, as well as additional safety-related resources made available through your command’s RODS Office, as well as commercial resources.

FLOAT PLAN

Complete this form before leaving and turn it in to marina rental office with your signed rental agreement. A word of caution: In case you are delayed, and it is not an emergency, inform those with your float plan, the police, and/or Coast Guard of your delay in order to avoid an unnecessary search!

1. Name of person filing this plan: _____
Telephone #: (_____) _____ - _____

2. Description of boat: Registration number: _____ Type: _____ Make: _____
Color: _____ Trim: _____ Length: _____ Name: _____

3. Name of persons onboard:	Age:	Address:
_____	_____	_____
Telephone #: (_____) _____ - _____		
_____	_____	_____
Telephone #: (_____) _____ - _____		
_____	_____	_____
Telephone #: (_____) _____ - _____		
_____	_____	_____
Telephone #: (_____) _____ - _____		
_____	_____	_____
Telephone #: (_____) _____ - _____		

4. Description of engine: Type: _____ Horsepower: _____ # of engines: _____ Fuel capacity: _____

5. Survival equipment aboard. Check as appropriate.
 Life preservers Flares Flashlight Signal mirror EPIRB Anchor(s)
 Smoke signals Horn Water Paddles Raft or dinghy Food

6. Radio Yes No Type: _____ Call sign: _____
Cell Yes No #: _____

7. Trip expectations:

Leaving from: _____ Going to _____ Via _____
Departing on: _____ / _____ am pm Returning: _____ / _____ am pm
Date Time Date Time
And, in no event, returning later than: _____ / _____ am pm
Date Time

8. Other pertinent information:

9. Description of automobile:
Make: _____ Color: _____ License #: _____ Where parked: _____

10. If not returned by: _____ / _____ am pm

Call: Name: _____ Telephone #: (_____) _____ - _____
Relationship: _____
Alternate: _____ Telephone #: (_____) _____ - _____

Enclosure #3

Morale, Welfare & Recreation Department
Carr Creek Marina
388 Halligan Road
Naval Support Activity Annapolis, MD 21402-5058
410-293-3731 Fax: 410-293-3410
Manager Brant Rodey



RENTAL BOAT DAMAGE REPORTING FORM

Date		CCM Employee	
Time		Renters Name	
Rented boat		Qualifications	

Description of Damage

Customers Signature _____ Date _____

For CCM _____ Date _____

Invoice mailed y/n _____ Date _____