# Boat Rental Agreement & Liability Waiver

## The Rental

I am renting the vessel and any included equipment, such as life jackets, paddles, anchor, lines, safety kit, coolers or towables (together, the "Boat"), from  for the date and rental period shown on my booking. I agree to the following terms as the person responsible for the rental (the "Renter").

## Operator Requirements

I confirm that I, and anyone I allow to operate the Boat:

- am at least the minimum age required by  and by law;
- hold any boating safety certificate, license or rental certificate required where the Boat will be used, and will carry it on board;
- have the experience and ability to operate the Boat safely in the conditions expected; and
- have completed the orientation provided by  before departure.

Only operators I have registered with  may drive the Boat. I remain responsible for the Boat whenever anyone else is at the controls.

## Passengers and Safety Equipment

I will not exceed the passenger and weight capacity shown on the Boat's capacity plate or stated by . I will ensure there is a properly fitting, Coast Guard-approved (or locally approved) life jacket for every person on board, and that children and non-swimmers wear theirs at all times, along with anyone else required to by law. I will check the location of the fire extinguisher, throwable device, signaling equipment and first aid kit before departure.

## Operating Rules

I agree to:

- operate the Boat only within the area  has shown me, and not take it into open water, restricted areas or across borders unless permitted;
- obey all boating laws, speed limits, no-wake zones and navigation markers;
- keep a proper lookout and safe distance from swimmers, divers, other boats, docks and shorelines;
- turn off the engine when anyone is near the propeller, including when swimmers are boarding;
- not tow skiers, tubers or wakeboarders unless the rental includes it and I follow the tow rules provided;
- not beach, moor or anchor the Boat except where permitted; and
- return to the dock immediately if the weather worsens, a storm or lightning is forecast, or instructs me to.

## Alcohol and Drugs

No operator may consume alcohol or drugs before or while operating the Boat. Boating under the influence is illegal and dangerous. If  reasonably believes the operator is impaired, it may refuse or end the rental without refund. Passengers who drink do so at their own risk and must not endanger

others.

## Risks of Boating

I understand that boating and water activities involve inherent risks, including drowning, collisions, capsizing, falling overboard, propeller injuries, carbon monoxide poisoning near the engine exhaust, injuries from waves and wakes, sudden weather changes, hypothermia, sunburn and dehydration, mechanical breakdown, running aground and delayed rescue.

## Fuel, Deposit and Charges

- The Boat will be provided with [a full tank / fuel as noted], and I will pay for fuel used at the rate shown by .
- I authorize a security deposit of [$___] on my payment method. It will be released after the Boat is returned and inspected, less any charges owed.
- Late returns will be charged at [$___ per half hour].
- I will pay for cleaning beyond normal use, lost equipment, and towing or recovery if the Boat runs out of fuel, is stranded or is taken outside the permitted area.

## Damage and Accidents

I have inspected the Boat with  and accept its condition, except for damage noted at checkout. I am responsible for any loss of or damage to the Boat during the rental, including to the hull, propeller, engine and equipment, up to [the deposit amount / the full repair cost], unless caused by a defect I could not have known about. I will report any accident, injury, collision or damage to immediately and, where required, to the appropriate authorities.

## Release and Indemnification

I voluntarily accept the risks of renting and operating the Boat. To the fullest extent permitted by law, I release , its owners, employees and agents from all claims for injury, death or property damage arising from the rental, including claims based on ordinary negligence, but not gross negligence or willful misconduct. I will indemnify  against claims by passengers or third parties caused by my operation of the Boat or my breach of this agreement.

## Emergency Care

In an emergency, I authorize  to request rescue and medical assistance for me and my passengers, at my expense.

## General

If any part of this agreement is unenforceable, the rest remains in effect. It is governed by the laws of the state or country in which  operates.

## Please initial each statement

___I am at least 18 years old and responsible for the Boat, its operators and all passengers.

___Every operator meets the age and boater education requirements and has completed the orientation.

___I will provide life jackets for all passengers and not exceed the Boat's capacity.

___No operator will consume alcohol or drugs before or while driving the Boat.

___I agree to pay for fuel, late return, damage and recovery charges as described.

Participant full name

Date

Date of birth

Phone

Email

Emergency contact name & phone

Signature