Boat Rental Waiver and Release of Liability

Release of Liability, Waiver of Claims and Assumption of Risk

Please read this document carefully before signing. It affects your legal rights.

In consideration of being allowed to take part in operating or riding in rented pontoon boats, deck boats, fishing boats and other motorized watercraft provided by [Your Business Name] (the "Company"), including its owners, employees, contractors, volunteers and agents, I, the undersigned renter, agree to the following.

1. Assumption of risk

I understand that this activity involves inherent risks that cannot be eliminated, even when reasonable care is taken. These risks include, but are not limited to:

- Collisions with other vessels, docks, buoys and shorelines
- Running aground on shallow water, sandbars and submerged hazards
- Passengers falling overboard
- Propeller strike injuries to swimmers
- Carbon monoxide exposure near the engine and swim platform
- Fuel handling and fire hazards
- Mechanical breakdown or loss of power on open water
- Storms, lightning and high winds
- Slips and falls on wet decks while boarding

I understand that these risks can lead to property damage, serious injury, illness, permanent disability or death. I knowingly and voluntarily accept all of these risks, both known and unknown.

2. My responsibilities

I agree to follow all instructions given by the Company, including these rules:

- Only the operator named on this form may drive the boat
- Turn off the engine before anyone enters the water or uses the swim ladder
- Make sure there is a life jacket on board for every passenger
- Do not operate the boat after consuming alcohol or drugs
- Follow posted no-wake zones and speed limits
- Return to the marina immediately if thunder or lightning occurs

I confirm that I am physically and mentally able to take part, and I will stop and tell staff right away if I feel unwell or unsafe.

3. Equipment

I will inspect any equipment before use and tell staff immediately about any defect. I accept responsibility for the equipment while it is in my care and agree to pay for loss of, or damage to, equipment beyond normal wear and tear.

4. Release and waiver

To the fullest extent permitted by law, I release, waive and discharge the Company from any and all claims, demands and liability for injury, illness, death, or loss of or damage to property arising from my participation, including claims arising from the ordinary negligence of the Company.

5. Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage or cost, including reasonable legal fees, that it may incur because of my participation or my actions.

6. Medical treatment

I authorize the Company to obtain emergency medical treatment for me if I am unable to consent. I agree to pay all costs of that treatment and transport.

7. Minors

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian, and I agree to all terms of this document on the minor's behalf and on my own behalf.

8. General

This document is intended to be as broad and inclusive as permitted by the law of the place where the activity takes place. If any part is found invalid, the rest remains in full force. I have read this document, I understand it, and I sign it voluntarily.

_____

Participant full name

_____

Date of birth

_____

Parent/guardian name (if participant is a minor)

_____

Signature

_____

Date

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