

Pontoon/Boat Charter Agreement-Waiver and Release of Liability

This pontoon/boat agreement is made by and between **Randena Rentals LLC, dba:FunDestin Adventures** and the **riders identified below** and is effective as the date of the signature of the renter.

1. Rider/Rider's

The Rider in Charge _____
(print full name)

Street Address: _____

State, _____ Zip Code _____

Cell Phone # _____

Email Address: _____

Name: _____ D.O.B _____

Name: _____ D.O.B _____

Name: _____ D.O.B _____

Name: _____ D.O.B _____

Name: _____ D.O.B _____

Name: _____ D.O.B _____

2. Rates

The pontoon/Boat is being used for tours around Destin, FL crab island and surrounding area for

\$ _____, on ____/____/____ (date). Payment is due immediately upon execution of this agreement. Once the service has been used, NO REFUNDS will be given once the boat departs dock and no refunds for early returns.



3. Rules for Boat and Equipment

Rider(s) agree that all equipment, including the Pontoon/Boat, life vest, engine, gas tank, ropes, anchors and any other safety equipment is being used for transport with safety always in mind, and in accordance with ALL the following rules. **(A.)** Rider(s) shall obey all federal, Florida, and local laws, ordinances, rules or regulations with respect to being a passenger on the pontoon/boat and respect the equipment and shall obey all lawful directives of the **Randena Rentals LLC, dba:FundDestin Adventures Captain**, emergency or law enforcement personnel while on the pontoon/boat or using any of the equipment.

(B.) Rider(s) shall always stay inside the pontoon/boat rails while boat motor is in use.

(C.) Rider(s) shall secure all personal belongings before the pontoon/boat begins moving.

(D.) Rider(s) shall not allow pets onto the pontoon/boat at any time.

(E.) Rider(s) shall be financially responsible for lost or damaged equipment at full replacement cost during rider(s) rental hours.

(F.) Rider(s) shall not throw trash or litter from the pontoon/boat, into water; otherwise acknowledges that they may be in an environmentally sensitive area. All trash must be secured to keep it from accidentally falling into the water while the pontoon/boat is in motion or stopped.

(G) All Riders shall remain seated while boat/pontoon is in motion.

(H) All Riders shall remain in the boat until Captain gives the "OK". Just because boat is stopped on Crab Island, does not indicate that Captain is finished moving boat around to secure a good place for riders.

(I) Rider in Charge is responsible for helping maintain that all other riders are held responsible to all boating rules and safety of equipment.

(J) Rider in Charge is responsible for any ticketing by USCG, County Sheriff, Harbor Compliance, and/or State Law Enforcement that is caused by Rider in Charge and/or other riders listed on this agreement.

(K) Rider in Charge and all riders acknowledge that if Captain concludes that all riders are behaving in an unsafe manner, as to cause harm to other riders or the Captain himself/herself, Captain will end the Adventure/Trip and return to dock or radio USCG for assistance without any refund.

(L) If Captain decides that there is an unsafe environment due to riders over drinking and acting unruly, riders are a danger to oneself and others, and/or riders are appearing to be in poor health due to dehydration/over drinking, altered mental status, cussing, yelling at other boaters, unruly and disrespectful to USCG and other law enforcement official.

Rider in charge shall place their initials here: _____

4. Acknowledgments and Agreements

By executing this Pontoon/Boat Transfer Agreement, undersigned rider(s) acknowledges and agrees that: **(A.)** Rider(s) has read and fully understands all the rules and regulations associated with the Pontoon/Boat equipment, the Warnings, Assumption of Risk, and the Waiver and Release of Liabilities included in this agreement and agrees to be bound thereby.

(B.) Rider(s) acknowledges and agrees that he or she has the requisite skills, physical and mental abilities, including swimming skills, necessary for the proper and safe transfer from

Pontoon/Boat to the water. **(C.) Randena Rentals LLC, dba:FunDestin Adventures** provides the pontoon/boat without warranty and any and all warranties capable of waiver under Florida law and warranties of merchantability and fitness of purpose are waived. **(D.) Randena Rentals LLC, dba:FunDestin Adventures** is not liable for **loss or damage** to the personal property of the rider(s).

Rider in charge shall place their initials here:_____

5. Warnings

In consideration of the transfer in the pontoon/boat, equipment and the property, facilities and/or services of **Randena Rentals LLC, dba:FunDestin Adventures**, the undersigned rider acknowledges the following warning:

Warning there are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of watercraft, including but not limited to **pontoon/boat tours and their related equipment**. These risks are inherent in boating and may be present even if the pontoon equipment is used properly and even in still water. The rider understands and acknowledges that the pontoon boat equipment involves a risk such as, but not limited to, the following:

(A.) Changing water flow, conditions or currents **(B.)** Collision with other participants, any portion of the interior of the craft, other watercraft, man-made or natural objects, including overhanging, submerged and or semi submerged trees, branches, rocks and boulders **(C.)** Cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, sunstroke, and dehydration **(D.)** Inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals **(E.)** Sense of balance, physical coordination, ability to swim, and or ability to follow directions **(F.)** Loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia, and drowning **(G.)** Injury while getting in and out of the craft **(H.)** The presence of wild animals, including marine life forms, **(J.)** Unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended,

and shall not be considered as, all of the possible risks associated with the use of the pontoon/boat equipment.

Rider in charge shall place their initials here:_____



6.Assumption of Risk

Based on the warnings above the riders acknowledgment of the inherent risks of being transported to and from said location in a pontoon/boat and the pontoon boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the transport on the pontoon/boat and pontoon/boat equipment, by executing this agreement the riders expressly assumes all risks that arise from transport on the pontoon/boat or pontoon/boat equipment including the risk of property damage, bodily injury and possible death, including the acts of others, the unavailability of emergency care and any other foreseeable and unforeseeable factors or circumstances related to the transport on the pontoon/boat and the pontoon/boat equipment. To explicitly acknowledge the rider's assumption of risk

Rider in charge shall place their initials here:_____

7.Waiver and Release of Liability

The undersigned Rider, based upon the warnings and understandings of risks, and predicated in part upon the acknowledgments and assumption of risk as described above, does hereby wave, release and discharge that Randena Rentals LLC, dba:FunDestin Adventures, it's officers, agents, employees, successors, and assigns from any and all claims or liability arising from the transfer in the pontoon/boat or the pontoon/boat equipment, or use of the Randena Rentals LLC, dba:FunDestin Adventures property, facilities, services or activities organized or sponsored by and agrees that it shall not sue them on account or in connection with any claims, causes of action, injuries, damage, cost of expenses arising there from, whether arising from the negligence or strict liability, and regardless of the participation of a third-party in the causation of any such injuries, damages, or liability, but excluding claims which arise from gross negligence or willful misconduct on the part of the Randena Rentals LLC. Rider acknowledged that this waiver and release includes the waiver of a future, unknown claims. To explicitly acknowledge the rider's waiver and release of liability,

Rider in charge shall place their initials here:_____

8. Indemnity

The undersigned Rider agrees to indemnify and defend, the Randena Rentals LLC, dba:FunDestin Adventures from any and all claims made by or for the rider, and any other third-party, arising out of the transport on the pontoon/boat or a pontoon/boat equipment and the rider shall hold **Randena Rentals LLC, dba:FunDestin Adventures**, and it's officers in, captains, employees, landlords, and agents (Each, and indemnitee) **harmless from any or all claims**, causes of action, damage judgments, cost of expenses, including attorney fees which in anyway arise from the undersigned riders use on the pontoon/boat and pontoon/boat equipment, which include but are not limited to damages or destruction of any property of an indemnity, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an indemnity the undersigned or anyone else provided; provided, however, the forging indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of the Randena Rentals LLC, dba:FunDestin Adventures. The undersigned agrees

to pay for any or all damages to any property of indemnity caused by the undersigned either negligently, willfully, or otherwise. **To explicitly acknowledge the rider's agreement of indemnity, rider in charge shall place their initials here: _____.**

9. Severability

That is any covenant herein is deemed illegal or unenforceable the remainder of this agreement shall remain in full force and effect and shall be forced as such.

In witness whereof, the undersigned Rider has read, understands, and agrees to be legally bound to this pontoon transport rental agreement waiver and release of liability, realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and just so for himself or herself and his or her errors, assigns and legal representatives.

(Rider in Charge Printed Name)

Date: _____, 2024

(Rider in Charge Signature of Full Agreement)

(Signature indicates that all riders understand all safety rules and will comply with all acknowledgements of this agreement).

10. Safety

(A) Rider in charge acknowledges that all riders have been demonstrated and understands the use of life jackets and safety equipment. (B) Rider in charge also acknowledges that all riders will demonstrate safe behaviors while on boat/pontoon and on Crab Island Waters. (C) Rider in Charge acknowledges for all riders aboard, that they were verbally commanded not to jump from boat while in motion or until Captain gives his/her "OK". (D) Rider in Charge acknowledges that all riders and themselves were verbally told not to dive head first into the harbor waters or Crab Island and/or surrounding areas because this could cause serious and deadly injuries. Captain and Randena Rentals LLC, dba:FunDestin Adventures are not held liable to any injuries inflicted to rider in charge or other riders due to their own actions and/or not following Captains commands. (E) Randena Rentals LLC, dba:FunDestin Adventures are not held responsible for injuries or death from the use of floats and/or equipment offered by Randena Rentals LLC, dba:FunDestin Adventures.

To explicitly acknowledge safety, rider in charge shall place their initials here:

_____.

