

WATERCRAFT RENTAL AGREEMENT & RELEASE OF LIABILITY/WAIVER

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Mangrove Monsters, LLC _____ (“Boat Owner”) agrees to rent the Boat and _____ (“Renter”) agrees to rent the Boat described herein (“Boat”) for the time specified and subject to all terms and conditions set forth below:

1. **Term:** The Renter agrees to rent the Boat beginning on _____ at _____ am/pm (“commencement”) and ending at _____ (date) _____ am/pm (“Term”).

2. **RENTAL:** The total rent to be paid by the Renter to the OWNER is _____ \$US Dollars, plus a 3.5% administrative fee and any applicable sales taxes and additional equipment add-ons (detailed in paragraph 3 below). The full amount of which shall be paid no later than 48 hours prior to the Commencement of the Term. A security and damage deposit of \$350.00 shall be secured by the OWNER from the Renter prior to the Term’s commencement, which shall be applied to late return charges, any damages to the boat for which the Renter is responsible under the terms of this agreement, the repair of any damages or loss of equipment and such other charges for consumable items as may have been used and not paid for or replaced during the term of the charter.

Navigational Limits: We permit the Boat to be taken out of either the Cockroach Bay Boat Ramp or the Sunlit Cove Boat Ramp. It must remain in Hallelujah Keys if departing from Cockroach Bay Boat Ramp OR in Riviera Bay and Christmas Pass if departing from Sunlit Cove Boat Ramp. The Boat is not permitted into the waters of the Tampa Bay.

Fuel Charges: Fuel charges are included in the rental price.

3. **Inspection of Equipment.** Boat Owner certifies that the boat, boat equipment and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If the boat or its equipment have damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.

Additional Equipment Added to the Rental (check if applicable)

| | |
|--|----------------------------|
| <input type="checkbox"/> Fishing Pole x _____ Quantity | = \$25.00 |
| <input type="checkbox"/> Basic Gear (knife and cutting board, hooks, weights, pliers) | = \$35.00 |
| <input type="checkbox"/> Large Boat Cooler | = \$35.00 |
| <input type="checkbox"/> Live Bait/per dozen | = \$22.00 x _____ Quantity |
| <input type="checkbox"/> Frozen Bait/per 5 lbs | = \$40.00 x _____ Quantity |
| Total Cost: | |

The “Boat” described herein is a 2-person CustomGheenoe.

[List any observed damages here PRIOR TO Use] [Renter Initials]

4. Damage to Equipment. Renter acknowledges and understands that the boat and all additional equipment supplied is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental equipment is not left in suitable condition, Renter acknowledges and understands that the Boat Owner reserves the right to charge Renter for any repairs or special cleaning needed, in Boat Owner's sole discretion. Additionally, Renter understands and agrees that the Boat Owner reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental.

If any defect is discovered after acceptance of the boat at the beginning of the Boat Term by Renter, the Renter will immediately report it to Boat Owner and return the Boat. Continued use of it shall be entirely at the Renter's own risk and thus Renter assumes all liability of injury and damage to all persons and property due to its continued use. Notwithstanding the foregoing, the Renter may operate the boat to the extent necessary to return it to the nearest dock or shoreline.

5. Prohibited Activities. The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.

- a. Smoking;
- b. Operating the boat while intoxicated or otherwise impaired;
- c. Operate the boat with more people on board than the boat is rated for;
- d. Allowing pets weighing more than 25 lbs.
- e. Allowing more people on the boat than what the boat is rated for
- f. Failure to follow any other posted safety rule or guidance issued by Boat Owner

4. Renter Warranties and Representations. Renter represents and warrants the following:

- a. That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times;
- b. That he/she is adequately familiar with the operation of the boat;
- c. That he/she will operate the boat in a safe manner at all times;
- d. The he/she understands the operation of the boat involves inherent risks and that he/she assumes all liability associated with the operation of the boat; and

e. That he/she has viewed the power boat safety videos provided at rentalboatsafety.com.

f. That either he/she holds a valid boating license and has provided adequate proof thereof OR is over the age of thirty (30) OR otherwise deemed capable of operating a boat in the sole discretion of Boat Owner

5. **Breakdown/Equipment Malfunction.** In the event of an engine breakdown, mechanical issues or any other condition that is not the fault of the Renter and renders the Boat inoperable during the Term, contact the Boat Owner immediately. Boat Owner will arrange for the boat to be towed. Boat Owner will further coordinate another date and time with Renter to utilize the Boat.

6. **Cancellation Policy.** If you choose to cancel your booking 72 hours + in advance to your commencement time/date, the penalty is 50% of the booking total. Should you cancel less than 72 hours in advance, the penalty is the total cost of the booking in full. Should you refuse or fail to pay the Security Deposit within 48 hours prior to the commencement of your departure time, we will consider the booking to be canceled by the customer and the penalty will be the full amount paid for the booking.

If the cancellation is due to inclement weather or damage to the Boat/mechanical issues, then the deposit will be applied to an alternate date. If inclement weather causes the rental period to end prematurely, the rental rate shall be prorated based on the time used.

7. **Life Jackets.** Any person under the age of 13 must wear a life jacket at all times while on the boat. The vessel will be equipped with life jackets for all persons on board. All persons must wear life jackets while swimming from the boat.

8. **Swimming:** The Boat Owner accepts no responsibility or liability for accidents, injuries or death due to swimming or the use of snorkels, masks or allied equipment such as self-contained underwater breathing apparatus (SCUBA) equipment, whether or not it is provided by the OWNER or Renter. No warranty of any type is made by Boat Owner regarding any such equipment which may be provided with the Boat.

9. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

10. **Governing Law and Jurisdiction.** This agreement will be governed by the laws of the state of Florida. Any dispute must be brought in the state courts in the County of _____, Florida.

WAIVER AND RELEASE OF CLAIMS

11. Acknowledgement of Risks. Boating is an inherently dangerous activity. The Renter, and each of their guests, hereby acknowledge that boating may subject them to any of the following risks:

- a) Changing waters, tides, currents, and boats' wakes;
- b) Collisions with any of the following: individuals, other watercraft, and manmade or natural objects;
- c) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning, and/or death;
- d) Attack by or encounter with wildlife, including but not limited to insects, snakes, alligators
- e) Equipment failure
- f) Operator errors
- g) My sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions;
- h) Wind, rain, thunderstorms, hailstorms, lightning, and extremes of wind, weather, and temperature,
- i) Heat or sun related injuries and illnesses, including sunburn, sunstroke, or dehydration
- j) Any other potential dangers or unanticipated risks that are not specifically listed herein

12. Assumption of Risk. Renter assumes the risk of use of the boat and all equipment thereon. The Renter is voluntarily participating in all activities related to the rental, operation, or use of the boat and assumes full responsibility for the risks or injury, accidents or illness that may arise due to the use.

13. Release and Waiver of Claims. Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Boat Owner.

14. Indemnification. Renter hereby expressly agrees to indemnify, release and hold harmless Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's negligence or willful misconduct in their use, misuse or abuse of the boat OR arising out of the Renter's breach of any of its obligations or representations under this agreement. Renter specifically acknowledges and agrees that the mangroves and waterways are protected under state and federal environmental law, and further agrees to indemnify, release and hold Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of any damages Renter causes to any mangrove or any other environmental damages, whether intentional or unintentional.

Renter Signature:

Print Name:_____

Address:_____

Email:_____

Phone:_____