

Watercraft Rental Agreement

Definitions. “You” and “Your” means the Renter. “Approved Operators” means the Renters and all other operators permitted to operate the Watercraft who sign this Agreement. “Patriot Watersport” means Patriot Watersport, LLC. “Agreement” means this Watercraft Rental Agreement, the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement in connection herewith, and all other attachments and information provided to Patriot Watersport by You. “Watercraft” means the watercraft described above and operated by you and all attached equipment and accessories.

Agreement and Resolution. You represent to Patriot Watersport that all of the information provided in connection with this Agreement is true and correct.

Rental. You agree to rent the Watercraft from Patriot Watersport, and Patriot Watersport agrees to rent the Watercraft to you, for the rental term described on the front of this document. Patriot Watersport has delivered the Watercraft to you and you have inspected and accepted the Watercraft in its present “AS IS” condition. Not later than the check-in time at the end of the rental term, you will return the Watercraft to Patriot Watersport at the rental location in good clean seaworthy and undamaged condition.

Payment. You will pay the Rental Charge and Security Deposit described above, all charges on the Watercraft Check Out/In Sheet, and all other fees and charges under this Agreement. If you do not return the Watercraft on time, you will pay the late fees as agreed upon the front of this form.

Late Fees. All rentals must be back by the designated end time stated in the reservation. Approved Operators are charged 1 hour of rental (\$85) as a late fee following 15 minutes from the rental due time plus a prorated rental charge.

CREDIT/DEBIT CARD: IF YOU ARE CHARGING ANY PAYMENT UNDER THIS AGREEMENT TO YOUR CREDIT OR DEBIT CARD, PATRIOT WATERSPORT MAY CHARGE SUCH CARD FOR ANY OTHER AMOUNTS THAT YOU OWE UNDER THIS AGREEMENT.

Security Deposit. You give a security interest in the Security Deposit to secure all obligations of the Approved Operators in this Agreement. Patriot Watersport may use the Security Deposit to pay any of the obligations in this Agreement.

Inspection and Damage. You have inspected the Watercraft, and the Watercraft is acceptable and suitable for the rental. You are liable for all loss and damage to the Watercraft from any cause. If the Watercraft is lost or damaged, you will pay to replace or repair the Watercraft. If the safety equipment is

missing in part or in whole upon return of the Watercraft, you will be charged for such equipment’s replacement or repair.

Operation of the Watercraft. Each Approved Operator represents that:

- Each Approved Operator is at least 18 years old. Except for the Approved Operators, no other person may operate the Watercraft.
- No one will operate the Watercraft while under the influence of alcohol or drugs or other impairment.
- Each Approved Operator acknowledges and consents that each Watercraft’s location is tracked electronically and there is video recording during the launch and return of the Watercraft.
- Each Approved Operator will comply with all federal, state, and local laws. The Approved Operators will pay all fines relating to the use of the Watercraft.
- Each Approved Operator will comply with all no-wake rules and all environmental and endangered species rules.
- No more than the number of persons approved by the Coast Guard and other applicable rules shall ride the Watercraft at any time. The weight limit for the Watercraft will not be violated. The Watercraft must be equipped with a Coast Guard certified life vest for each person aboard must be worn at all times completely fastened.
- Each Approved Operator will operate the Watercraft in accordance with all safety rules.
- Each Approved Operator is experienced and capable in all aspects of operating the Watercraft.
- If there is an accident or loss, you will immediately contact the local police department and provide Patriot Watersport with a completed incident report.

Governing Law. This Agreement is governed by the internal laws of the State of Florida.

Insurance. Patriot Watersport is purchasing watercraft liability insurance and property damage insurance to protect its own interest. There is no insurance coverage being provided to protect any Approved Operator and that coverage must be obtained by the Approved Operator.

Court Jurisdiction; Venue. The courts located in Hillsborough County, Florida shall have exclusive jurisdiction and shall be the exclusive venue for any action under this Agreement.

Severability. If any provision of this Agreement is void, such effect shall not apply to the remainder of terms of the Agreement.

SIGNATURE

DATE

SIGNATURE

DATE

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence of Patriot Watersport, LLC and its affiliates, its lessors, licensors, owners and operators of the marina premises and launch premises utilized for this activity, and for each of them, their officers, directors, agents, and employees (collectively the “**Releasees**”).

For and in consideration of the undersigned Operator’s operation of watercraft with and from the Releasees, and being allowed to utilize the Releasees’ watercraft, property, or participate in such events, Operator (and the parent(s) or legal guardian(s) of Operator, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to Operator, arising out of the use or operation of the Releasees’ watercraft, and/or activities and transportation incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that Operator (and the parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Operator (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and Operator’s heirs, executors, administrators and assigns.

Operator (and Operator’s parents(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to the use or operation of Releasees’ watercraft and/or activities and transportation incidental thereto which involves risks to a Operator’s person including bodily injury, sprains, torn muscles and ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, burns, downing, oxygen shortage, exposure, head and neck and spinal injuries, bit or attack by animal or insect or marine life, allergic reaction, shock, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the acts or omissions of the Operator or the acts, omissions, or otherwise of others, including the “Releasees” identified above. Such of the foregoing risks may occur whether operating the watercraft or riding on the watercraft as a passenger.

Operator (and Operator’s parents(s)/guardian(s), if applicable) further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Operator (and Operator’s parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Operator and/or Releasees, are included within the waiver, release and relinquishment described in the preceding paragraph.

Operator (and Operator’s parent(s)/guardian(s), if applicable) shall defend and indemnify Releasees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys fees and costs) which arise out of, relate to or result from any act or omission of Operator.

Operator’s (and Operator’s parents(s)/guardian(s) if applicable) pictures or images may be taken and used by Releasees for commercial purposes, publicity, promotional, and/or educational purposes related to the above mentioned activities by Releasees. Operator (and Operator’s parents(s)/guardian(s) if applicable) agrees to release its rights to these pictures or images for such aforementioned purposes and understands Operator will receive no monetary compensation for this release and/or Releasee’s use of the pictures or images.

Operator’s Full Name (print)		<i>I have read and understand all of the above terms and conditions and agree to allow myself (or minor child as a passenger if applicable) to operate a watercraft with Patriot Watersport, LLC</i>
Age		
Phone Number		
E-mail Address		
Emergency Contact (name and #)		

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

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