

# Tampa Bay Water Sports, LLC

## Vessel Rental Contract (727) 379-BOAT(2628)

1300 Cove Cay Drive  
Clearwater, Florida 33760

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

**\*\*ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\***

CREDIT CARD NUMBER: \_\_\_\_\_ See Back Page Exp. \_\_\_\_\_ CCV: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
A BOAT/PWC RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER.

Exact Name on Credit Card: \_\_\_\_\_  
EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: \_\_\_\_\_

**Cancellation Policy:** Reservations cancelled inside 7 days will forfeit deposit.

**Deposit:** Reservations require a deposit of \$100.00 per Day per Boat

|   |                            |
|---|----------------------------|
| _____ Cancellation Policy Explained to Customer | _____ Reservation taken by |
| _____ Deposit Explained to Customer             | _____ Dry Bag + \$10       |
| _____ \$35/50 Extra Fee For Fish Finder/GPS     | _____ On calendar _____    |
| _____ Has boater's safety card.                 | _____ Deposit collected    |

Date Rented: \_\_\_\_\_ Number of people: \_\_\_\_\_ Rental Fee: \_\_\_\_\_

\$100.00/Day/Boat/PWC Rental Deposit: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Employee: \_\_\_\_\_

### CONFIRMATION INFORMATION (10 Day Prior to Rental)

DATE CONFIRMED: \_\_\_\_\_ Left Message Date & Initials: \_\_\_\_\_ Employee Initial: \_\_\_\_\_

### RENTAL FEES:

#### Maximum of 9 people

Full Day \_\_\_\_\_ : \_\_\_\_\_ AM - \_\_\_\_\_ : \_\_\_\_\_ PM - 8 hrs \$ \_\_\_\_\_ plus fuel and tax  
Half Day \* \_\_\_\_\_ : \_\_\_\_\_ AM - \_\_\_\_\_ : \_\_\_\_\_ PM - 4 hrs \$ \_\_\_\_\_ plus fuel and tax

\*Boat/Vessel/PWC may be used interchangeably throughout this agreement and represent the leased item\*

### LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Tampa Bay Water Sports, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. Initial: \_\_\_\_\_

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS. Initial: \_\_\_\_\_

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from Hillsborough and Pinellas Counties and will operate that said craft within a TWELVE mile limit from COVE CAY MARINA and I (We) have familiarized myself/ourselves with a chart of the area. WATER SKIING, FISHING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE AND FORFEITS SECURITY DEPOSIT. Initial: \_\_\_\_\_

I authorize and allow Tampa Bay Water Sports, LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at COVE CAY MARINA. Initial: \_\_\_\_\_

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody. Initial: \_\_\_\_\_

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition (cleaning fee of \$150 shall be charged against the deposit if the vessel is not returned in same condition, other than saltwater spray), ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE. Should LESSOR have to come rescue LESSEE for anything other than mechanical failure a \$500 rescue fee will be charged to LESSEE, and LESSEE agrees to said charge. Initial: \_\_\_\_\_

LESSEE agrees not to use, nor permit the use:

- of the rental craft for any unlawful purpose;
- of the rental craft in a careless or negligent manner;
- of the rental craft while under the influence of liquor or narcotics; or any other drugs
- by any other person not the signatory of the agreement, or not equally qualified.
- of the rental craft after dark.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR Initial: \_\_\_\_\_

harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: \_\_\_\_\_

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: \_\_\_\_\_

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: \_\_\_\_\_

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: \_\_\_\_\_

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial: \_\_\_\_\_

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: \_\_\_\_\_

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial: \_\_\_\_\_

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

**I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

LESSOR: Tampa Bay Water Sports, LLC, by:          /s/TBWS DATE:         

LESSEE:          DATE:         

**WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA**

**DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Tampa Bay Water Sports, LLC \*(For purposes of this Waiver and Release, the term "Tampa Bay Water Sports LLC." includes all boat owners, principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Tampa Bay Water Sports, LLC.). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses

in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Tampa Bay Water Sports, LLC, all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Tampa Bay Water Sports, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Tampa Bay Water Sports, LLC or Cove Cay Marina.**

Initial: \_\_\_\_\_

**II. ACKNOWLEDGEMENT OF RISKS** – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is nit complete and that unknown or unanticipated risks may result in injury, illness or death.

Initial: \_\_\_\_\_

**III. EXPRESS ASSUMPTION OF RISK-** The undersign herby agrees that he/she is renting, operating or using the equipment provided by Tampa Bay Water Sports, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, **even if the risks arise out of the negligence or fault of Tampa Bay Water Sports, LLC.**

Initial: \_\_\_\_\_

**IV. WAIVER/RELEASE OF LIABILITY-**By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Tampa Bay Water Sports, LLC, from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Tampa Bay Water Sports, LLC, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Tampa Bay Water Sports, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Tampa Bay Water Sports, LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Tampa Bay Water Sports, LLC,** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Tampa Bay Water Sports, LLC.

Initial: \_\_\_\_\_

**V. LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Tampa Bay Water Sports, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Tampa Bay Water Sports, LLC **even if such damages arise out of the negligence or fault of Tampa Bay Water Sports, LLC.**

Initial: \_\_\_\_\_

**VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE** – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Tampa Bay Water Sports, LLC, with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Tampa Bay Water Sports, LLC for Tampa Bay Water Sports's negligence. The undersigned further agrees to be bound by this agreement and that this entire agreement is valid for subsequent visits and participation at Tampa Bay Water Sports, LLC.**

Initial: \_\_\_\_\_

|                    |       |                    |                    |
|--------------------|-------|--------------------|--------------------|
| RENTER             | DATE  | OPERATOR/PASSENGER | OPERATOR/PASSENGER |
| _____              | _____ | _____              | _____              |
| OPERATOR/PASSENGER |       | OPERATOR/PASSENGER | OPERATOR/PASSENGER |

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tampa Bay Water Sports LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TBW"), I hereby agree to release, indemnify, and discharge TBW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in jet skiing, WaveRunner, and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, TBW personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TBW from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use TBW's equipment or facilities, **including any such claims which allege negligent acts or omissions of TBW.**
4. Should TBW or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TBW, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TBW on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TBW\*. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_  
Signature of Participant \_\_\_\_\_  
Print Name \_\_\_\_\_  
Signature of Participant \_\_\_\_\_  
Print Name \_\_\_\_\_  
Signature of Participant \_\_\_\_\_  
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Signature of Participant \_\_\_\_\_  
Print Name \_\_\_\_\_  
Signature of Participant \_\_\_\_\_

# Rules of the Boat

- While the boat is moving everyone must remain seated
- The engine must be off when anyone is in the water
- All arms and legs must remain inside the boat while the boat is moving. Do not let people try to stop the boat the with arms or legs, whether parking or otherwise.
- Mangrove Waterway minimum wake
- When traveling underneath a bridge minimum wake
- Children under 6 year of age must wear a life jacket at all times.
- If you are unsure or unfamiliar with the waterways go SLOW, remember, the slower you go the less damage you can cause.
- No smoking
- Follow navigation signs
- Have a designated sober driver.
- IF you are unsure of the area drive as slow as possible, remember the slower you go the less damage you can cause.
- The boat shall never go above  $\frac{3}{4}$  throttle, 5000rpm. This will save you gas too.
- NO pets over 20 LBS
- **THE CAPTAIN IS RESPONSIBLE FOR EVERYONE ON THE BOAT!!!!!!**
- You are not allowed to do ANYTHING that begins with the words “Hey Y’all watch this...” or similar wording.
- Return the boat in the same condition that you found it.
- When parked remember to turn the engine off.
- HAVE FUN!!!!!!!

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Renter /Operator – by signing this document I certify that I have read the rules of the boat.

# Tampa Bay Water Sports, LLC

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## **Payment Authorization Form**

This form allows Tampa Bay Water Sports, LLC ("TBWS"), to charge to your Visa, MasterCard, American Express, or Discover Card. Just complete and sign this form.

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### **Please complete the information below:**

I \_\_\_\_\_ authorize **Tampa Bay Water Sports, LLC**, to charge my credit/debit card indicated below for \$\_\_\_\_\_.\_\_\_\_\_ in addition to the security deposit on \_\_\_\_\_ for payment of the rental of our vessel. Furthermore I agree to a deduction, if any, from the security deposit in accordance with the terms of the rental contact.

Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Phone# \_\_\_\_\_  
Email \_\_\_\_\_

### **Credit/Debit Card**

#### **Signature**

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Tampa Bay Water Sports LLC., I certify that I am an authorized user of this credit/debit card and will not dispute the transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form and boat rental contract. Should court intervention be required to enforce the terms of the boat rental contract or this payment authorization form, the prevailing party shall be entitled to their attorneys fees and court costs. Venue shall be in Pinellas County, FL. Should any portion of this boat rental contract or this form be deemed invalid the remaining portions shall be in full force and effect.

Visa  MasterCard  Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

CVV (3 digit number on back of card) \_\_\_\_\_

ZIP: \_\_\_\_\_

Place ID Card Here

Place Credit Card Here