



KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating Practices

A Checklist from the U.S. Coast Guard and this Company



- I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- I understand that life jackets sized for adults are unsafe for children.



- I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).

- IF I OR THE OTHER BOAT FAIL TO ACT -



- I understand there is the threat of a collision and it is my responsibility to slow down, steer away and/or stop.



- I understand that when I meet another boat head-on I should steer to the right (starboard).



- I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



- I understand that I must yield (give way) to all boats under sail.



- I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I understand that using alcohol, drugs and certain prescription medications may impair my ability to operate this boat safely.
- I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers never to dive or jump off of a moving boat.



- I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.



- I understand that five short blasts of a horn or whistle signal danger or need for assistance.



- I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons® and individual states which would help me when I rent or operate boats.

PONTOON/DECK BOAT



I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



I will take a head count to make sure all passengers are present and accounted for before starting the motor.

I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

I will not use any generator that is not supplied as part of the rental package on this boat.



I understand that this boat has no brakes, so that stopping quickly may be difficult or impossible if I am going too fast.



I will not operate this boat at speeds that are unsafe for the conditions.

I will obey No Wake zones/signs.



I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



I have been informed of the total capacity of ____ people and ____ lbs of gear for this boat. I will not exceed that limit.

I understand that overloading this boat is unsafe and against the law.



I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).

I will anchor this boat only from the front (bow).



I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

I will instruct my passengers never to dive or jump off of a moving boat.

I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



If this boat is equipped with an engine cut-off device, I will use it.

I have received an operational orientation for this boat and understand that a written manual is on board.

Signed

Date

I _____ understand that I am solely responsible for the boat I am renting and all occupants aboard the vessel while in my operation. I agree to follow all rules and regulations and take care of the boat as my own. I hold V & M boat and paddle board rentals LLC hold harmless for any damage to other boats or people and understand I am responsible for my actions.

Fees are but not exclusive to

Going outside allowed area \$150

Losing a dock line \$30

Getting stuck on flats due to not staying in channel markers \$150

Losing an anchor \$100

Damage to exterior TBD by shop within 3 days

Spinning a hub due to running aground \$250

Running into Gulf or outside of given area \$150

Having to have someone run out to start boat \$150

Running boat into sandbar and clogging the water cooling system \$100

We do not allow parking at Buoys, Crabbys on the Pass or downtown Gulfport for any reason other than emergencies

I understand by taking control of this boat that any damage to this boat or any damage I may cause to another boat is solely my financial responsibility to repair.

I understand that I am due back within the 8 hour period and boat must returned back from where it was taken from on time or it is \$75 per half hour that the boat is late and \$50 each half hour after.

Name: _____

Signature: _____

Card # _____

Expiration _____

CVV code _____

Zip code _____

Boat # _____

LAGOON PONTOON RENTALS, INC LIABILITY WAIVER

I. DISCLAIMER

This form is a Waiver, also known as a Release of Liability and Assumption of Risk Agreement (hereinafter the "Liability Agreement") is applicable to all renters, operators, passengers, and any other users of pontoon boats and boating equipment not to exclude all accessories provided (hereinafter collectively the "Watercraft") provided by Lagoon Pontoon Rentals INC, a Florida Corporation (hereinafter "Lagoon Pontoon Rentals") as well as any other affiliated entities or individuals there under. For purposes of this Rental Agreement, the term "Lagoon Pontoon Rentals" shall include all member/s, manager/s, officer/s, employee/s, agent/s, representative/s, assign/s, successor/s, insurer/s and subsidiaries of Lagoon Pontoon Rentals. Renter agrees that you are also signing this Rental Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. Renter agrees that you will disclose to Lagoon Pontoon Rentals all potential renters, operators, passengers and users of the Watercraft. Renter further agrees that in the event you fail to notify Lagoon Pontoon Rentals of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Lagoon Pontoon Rentals.

Initial Acceptance _____

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING AND/OR PROPERTY LOSS NOT TO EXCLUDE DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF Lagoon Pontoon Rentals, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

Initial Acceptance _____

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS Lagoon Pontoon Rentals FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATION/S OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF LAGOON PONTOON RENTALS OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF LAGOON PONTOON RENTALS TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT. AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST LAGOON PONTOON RENTALS FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE LAGOON PONTOON RENTALS FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

Initial Acceptance _____

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS LAGOON PONTOON RENTALS FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY LAGOON PONTOON RENTALS, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF LAGOON PONTOON RENTALS.

I expressly agree that LAGOON PONTOON RENTALS shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Watercraft.

Initial Acceptance _____

V. WARNINGS...

In consideration of the use of the pontoon boat equipment and the property, facilities and/or services of Lagoon Pontoon Rentals Inc, the undersigned Renter 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 water craft, including but not limited to pontoon boats and their related equipment. These risks are inherent in boating and may be present even if the pontoon boat equipment is used properly and even in still water.

The Renter understands and acknowledges that the operation of the pontoon boat equipment involves risks 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, sun stroke, 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) travel, including hiking, portaging and travel to and from the related and unrelated activities;
- (i) 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 construed as, all of the possible risks associated with the use of the pontoon boat equipment.

VI. Assumption of Risk.

Based upon the warnings above and Renter’s acknowledgement of the inherent risks of using and operating 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 use and operation of the pontoon boat and pontoon boat’s equipment. By executing this agreement Renter expressly assumes all risks that arise from the use and operation of the pontoon boat or pontoon boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors and/or circumstances related to the use of the pontoon boat and pontoon boat equipment.

To explicitly acknowledge the Renter’s assumption of risk, Renter shall place their initials here: _____ (Renter must initial).

VII. Waiver and Release of Liability.

The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge Lagoon Pontoon Rentals Inc., its officers, agents, employees, successors, affiliates and assigns, not to exclude Gulfport Municipal Marina from any and all claims or liability arising from the use or operation of the

pontoon boat and/or the pontoon boat equipment, or use of the Lagoon Pontoon Rentals Inc property, facilities, services or activities organized or sponsored by Lagoon Pontoon Rentals Inc. 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 therefrom, whether arising from the negligence or strict liability, and regardless of the participation of an other 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 Lagoon Pontoon Rentals Inc. Renter acknowledges that this wavier and release includes the waiver of future, unknown claims.

To explicitly acknowledge the Renter’s waiver and release of liability, Renter shall place their initials here: _____ (Renter must initial).

viii. Indemnity.

The undersigned Renter agrees to indemnify and defend, Lagoon Pontoon Rentals Inc from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment and that Renter shall hold Lagoon Pontoon Rentals Inc and its officers, employees and agents (each, an “Indemnatee”) and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the pontoon boat and pontoon boat equipment, which include but are not limited to damages to or destruction of any property of an Indemnatee, of any

others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnatee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of Lagoon Pontoon Rentals Inc. The undersigned agrees to pay for any or all damages to any property of Indemnatee caused by the undersigned either negligently, willfully, or otherwise.

To explicitly acknowledge the Renter’s agreement of indemnity, Renter shall place their initials here: _____ (Renter must initial).

In Witness Whereof, the undersigned Renter has read, understands and agrees to be legally bound to this Agreement effectively Waiving THEIR rights and Releasing of Liability to Lagoon Pontoon Rentals INC, FURTHER realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, not to exclude the guests I personally allow aboard said vessel, assigns and legal representatives.

The Renter is:

(print full name)

Street Address:

State, Zip Code: _____

Phone #: _____

Cell Phone #: _____

Email Address: _____

Driver's License Number: _____

Date of Birth: _____ Weight: _____ (lbs)

Renter's Guest Itinerary:

- | | | |
|----------------------|------------|---------------------|
| 2. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 3. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 4. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 5. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 6. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 7. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 8. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 9. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 10. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 11. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 12. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 13. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 14. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |
| 15. Full Name: _____ | DOB: _____ | Weight: _____ (lbs) |

Renter's Signature: _____

Date: _____

Lagoon Pontoon Rentals Inc Staff: _____ (print full name)

Staff Signature: _____

Date: _____

LAGOON PONTOON RENTALS, LLC PONTOON BOAT RENTAL AGREEMENT

This Pontoon Boat Rental Agreement is made by and between LAGOON PONTOON RENTALS, INC and the Renter identified below and is effective as of the date located next to the signature of the renter below.

1. Renter.

The Renter is: _____
Street Address: _____
State, Zip Code: _____
Phone #: _____
Cell Phone #: _____
Email Address: _____
Driver's License Number: _____
Date of Birth: _____
Credit Card Type: _____
Name (as printed on card): _____
Credit Card Number: _____
Expiration: _____ Security code: _____
Emergency Contact: _____
Emergency Contact Phone Number: _____

2. Rental Rate and Rental Duration.

The pontoon boat and all associated equipment is rented for \$ _____, on _____, 20__ (date) from _____ a.m./p.m. (departure time) until _____ a.m./p.m. (return time).

Payment is due immediately upon execution of this agreement. Any pre-payment made in the amount of \$ _____ through credit card last four digits ending _____ shall be honored in accordance with the renter's credit card agreement and obligations.

Sales Tax 7%: \$ _____.
Balance due is \$ _____.
Balance Paid: \$ _____, Cash ___ or Last four digits of CC used: _____
Approval #: _____
Grand Total tendered: \$ _____.

3. GENERAL TERMS AND CONDITIONS

This Rental Agreement sets forth the entire agreement with the exception of the attached [Liability Waiver](#), and furthermore, understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally,

the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein. If any provision or part of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party to this Rental Agreement. This Rental Agreement shall be governed by and construed under the laws of the State of Florida and a venue in Pinellas County, Florida. In the event LAGOON PONTOON RENTALS, INC prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify LAGOON PONTOON RENTALS, INC for its litigation expenses, including without limitation, reasonable attorneys fees and court costs not to exclude collection costs incurred. I acknowledge and agree that LAGOON PONTOON RENTALS, INC is not affiliated with Gulfport Municipal Marina or any other subsidiaries or affiliates of those entities and that this Rental Agreement is a contract solely between LAGOON PONTOON RENTALS, INC and me the below signed.

Initial Acceptance _____

4. OPERATION INSTRUCTIONS

I acknowledge and certify, I have received a minimum of 30 (thirty) minutes of hands on operation instructions aboard the watercraft by a LAGOON PONTOON RENTALS, INC agent prior to my scheduled departure time. My hands on training included motor boating the vessel into the Inter coastal Waterway in and out of no wake zones allowing me to operate the vessel under LAGOON PONTOON RENTALS, INC Agent supervision. After receiving said hands on instruction, I am confident and physically capable in all aspects of the operation of said Watercraft and following all safety instructions provided by LAGOON PONTOON RENTALS, INC.

Initial Acceptance _____

5. USCG SAFETY CHECKLIST

I have been adequately shown the location/s and procedure/s of how to access and utilize all safety equipment aboard the vessel to my satisfaction. I have been provided a copy of the signed USCG Pontoon Boat Safety Checklist for further review if necessary. I am confident of my knowledge & physical capacity to execute the procedures outlined within the attached 2 (two) page [USCG Pontoon Boat Safety Check List](#).

Initial Acceptance _____

6. Rules for Use of Pontoon Boat and Equipment.

Renter agrees that he or she shall use all equipment, including the pontoon boat, safety (life) vest, engine, gas tank, ropes, anchor, and safety flares/whistle (hereinafter collectively referred to as the "pontoon boat equipment") only for the purpose of personal entertainment, with safety always in mind and your first priority in accordance with ALL of the following rules.

Please initial each statement and sign below to indicate you understand the requirements of operating this vessel and further acknowledging acceptance of the following rules:

- A. _____ Renter and renter's guest/s, shall/will obey all federal, Florida, and local laws, ordinances, rules or regulations with respect to the use and operation of the pontoon boat equipment and shall obey all lawful directives of the Gulfport Municipal Marina Dock Master, emergency or law enforcement personnel while operating the pontoon boat equipment.
- B. _____ Renter and renter's guest/s, shall/will NOT, at any time, dangle their legs off the sides of the pontoon boat while the engines are started and/or in motion. This is against the law and dangerous. You can be pulled under the boat resulting in serious injury or death.
- C. _____ Renter and renter's guest/s, shall/will close and secure the front and back door with all riders safely inside BEFORE/PRIOR to the ignition key is inserted and pontoon boat engine started. All riders must not sit, stand and/or ride on the upper deck and/or ladder to upper deck while pontoon boat engine is started/running and/or in motion.
- D. _____ Renter and renter's guest/s, shall/will ensure the motor is to be in down position and key out of ignition before anyone is allowed access to upper deck to slide and/or engage in any in water activities.
- E. _____ Renter and renter's guest/s, shall/will not allow No more than 4 people up top on upper deck at any time.
- F. _____ Renter understands and knows how to use the three step fold up ladder located on port side (left side if sitting in captain/pilot chair) for access to and from boat, using it as the exclusive/only point of access, furthermore, ensuring the ladder is properly stowed before/prior to starting the engine.
- G. _____ Renter and renter's guest/s, shall/will not jump and/or dive from lower and/or upper deck at any time while aboard the vessel. Access to and from water is to be by ladder or slide only.
- H. _____ Renter and renter's guest/s, shall/will designate a capable and sober look out for in water activities.
- I. _____ Renter and renter's guest/s, has been instructed/shown and understands where all safety equipment is located on this vessel (upper and lower deck).
- J. _____ "Renter and/or Operator" shall not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol or any other controlled substance not to exclude prescription drugs that may make you drowsy and/or impair your judgment) while operating the pontoon boat equipment and supervising his/her guest/s are obeying said rules herein. I (renter) also understands that I am responsible for the safety of all persons on-board. I (renter) understand where all safety equipment is and have no further questions.
- K. _____ Renter and renter's guest/s, shall/will not allow pets onto the pontoon boat with out first paying a \$50 per pet fee.
- L. _____ Renter and renter's guest/s, shall/will not make unreasonable or excessive noise while operating the pontoon boat equipment. Other boaters including the marine police may assume you are signaling for help in distress.
- M. _____ Renter and renter's guest/s, shall/will return all of the pontoon boat equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter shall inform the Lagoon Pontoon Rental INC's

employees/agent upon return. Renter shall be financially responsible for all lost equipment cost at current market value.

N. _____ Renter shall/will follow all posted speed limits, including obeying the NO WAKE ZONES and rules of navigation while on the water, and furthermore, shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the pontoon boat. Renter shall take care not to allow the pontoon boat to collide or damage other vessels that may be docked in the marina or in operation on navigable waters.

O. _____ Renter and renter's guest/s, shall/will not throw trash or litter from the pontoon boat, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacles.

P. _____ Renter shall/will not take the pontoon boat more than 7 nautical miles from Gulfport Municipal Marina.

Q. _____ Renter shall/will not allow anyone other than Renter and/or guest to use or operate the pontoon boat equipment. Only the renter is authorized to pilot/drive/operate/navigate the pontoon boat.

R. _____ Renter shall/will not, "except in an emergency" to return to dock or place fuel in the gas tank from any other source other than Gulfport Municipal Marina.

S. _____ Renter shall/will not maneuver the pontoon boat into the Gulf of Mexico and or the Pass (waterway leading into the gulf) at no time! The waters are too rough for the pontoon boat to operate safely.

7. CAUTION!!- PHYSICAL DAMAGES

By my authorized signature below, I agree that I have read and fully understand the attached Waiver and Release of Liability and furthermore, agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever whether deliberate or unintentional as specifically set forth in Exhibits "A" "B" and "C".

Initial Acceptance _____

EXHIBIT "A"

I hereby voluntarily and of my own volition give LAGOON PONTOON RENTALS, INC the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that LAGOON PONTOON RENTALS, INC will conduct an estimate for repairs by a reputable licensed repair company of their sole choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. I recognize that LAGOON PONTOON RENTALS, INC has a good faith basis for requiring this provision as it is the only way to protect them from me canceling my credit card or challenging the charges in the event of damages to the watercraft. All damages

deemed extreme by LAGOON PONTOON RENTALS, INC are subject to investigation by the Pinellas County Sheriff's Department.

Initial Acceptance _____

EXHIBIT "B"

I hereby voluntarily and of my own volition give LAGOON PONTOON RENTALS, INC the right to immediately charge my credit card, provided via photocopy on file, and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card.

Initial Acceptance _____

EXHIBIT "C"

In the event the credit card declines, I agree to reimburse LAGOON PONTOON RENTALS, INC immediately for any and all accidental and/or intentional damages incurred while watercraft is in my possession not to exclude all accessories provided aboard the vessel. I agree to make LAGOON PONTOON RENTALS, INC whole again for any losses they incurred. I also agree to pay for collection costs and cooperate with LAGOON PONTOON RENTALS, INC affiliates, not to exclude their insurance providers/underwriters and/or investigators of all capacity.

Initial Acceptance _____

8. CANCELLATION POLICY!

Cancellations may be made 2 days or more prior to the scheduled boat rental departure time without penalty. I agree Cancellations within 2 days of scheduled boat rental departure time shall be charged 50% of agreed upon rental price. I agree Cancellations due to "NO SHOW" shall be charged 100% of agreed upon rental price on the credit card I provided. LAGOON PONTOON RENTALS, INC reserves the right to cancel any reservation due to inclement weather that would make the rental unsafe in which a full refund will be given. Decision to cancel due to inclement weather belongs solely to LAGOON PONTOON RENTALS, INC not the Renter.

Initial Acceptance _____

9. PRIVACY

LAGOON PONTOON RENTALS, INC DOES NOT sell nor share Renter and/or their guest's information with NO ONE! We shred and destroy all sensitive information (IE. credit card numbers) after you return from your rental and finalize the service/s you (Renter) received. Only in the event of an emergency would LAGOON PONTOON RENTALS, INC share Renter's name and guest itinerary with the proper authority personnel cooperating with rescue, emergency and/or criminal investigation efforts.

10. FIRST AID KIT AND FIRE EXTINGUISHERS

First Aid kit and Fire Extinguishers are provided aboard the vessel in the event of a emergency. I agree to reimburse LAGOON PONTOON RENTALS, INC for the use of any First Aid equipment accessories used and/or replacement of any safety equipment not to exclude Fire Extinguishers used while aboard the watercraft at current fair market value.

Initial Acceptance _____

11. Scheduling Times & Punctuality

I agree to arrive at Gulfport Municipal Marina 1 (one) hour early prior to my scheduled departure time to complete all paperwork, tender payment, and participate in my hands on safety training and orientation. If i arrive late, the scheduled safety orientation time allotted will be deducted from my scheduled rental time and i agree my charges will not be compensated nor adjusted for my tardiness. I also agree If i return the pontoon boat later than the scheduled return time, I will be charged at the rate of \$200 per hour additional, unless arrangements has been made prior. Furthermore I agree that the additional hours are not prorated. 15 minutes late = 1 (one) billable hour! I agree and understand my punctuality is paramount to prevent additional charges.

Initial Acceptance _____

12. Fuel Costs

When returning to Gulfport Municipal Marina, the dock master and/or LAGOON PONTOON RENTALS, INC Staff will assist you in replenishing the fuel consumed during your rental. Once the tank is topped off, Gulfport Municipal Marina will need to swipe your credit card for payment of fuel. Cash is also accepted. LAGOON PONTOON RENTALS, INC is not responsible nor provides the fuel for your rental. Renter assumes the cost of fuel at current market value.

Initial Acceptance _____

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS RENTAL AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS RENTAL AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THIS RENTAL AGREEMENT. I HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF LAGOON PONTOON RENTALS, INC WATERCRAFT. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Renter's Signature: _____

Date: _____

LAGOON PONTOON RENTALS, INC Staff: _____

Staff Signature: _____

Date: _____

CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **[Insured Name]** ⁱ for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result In wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) **[specific activities to be listed that are not mentioned above].**ⁱⁱ

Initials ⁱⁱⁱ _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

Initials _____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the **[Charter/Rental]** ^{iv} to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials _____

This Agreement shall be governed by the laws of **[Assured's Country]** ^v Any legal action relating to or arising out of this agreement against or with respect to **[The assured]** ^{vi} shall be commenced exclusively in **[Assured's Country]**. Any legal action relating to or arising out of this Agreement against or with respect to any of it **[Assured's name]** affiliated or related companies shall be commenced exclusively in the **[Court of the Assured's country]** ^{vii}. I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

I HEREBY RELEASE **[Insured Name]**^{viii}, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

Print Name: ^{ix}		Date of Birth:	
Address:		Email:	
Signature:		Date:	

To be completed by the Parent/Guardian of any participant under 18 years of age.

Minor Name: ^x		Minor Date of Birth:	
Address:		<u>Parent/Guardian Name:</u>	
Parent/Guardian Signature:		Date:	

ⁱ Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

ⁱⁱ Include any risks specific to your business that are not included above in 1-8.

ⁱⁱⁱ Participants must initial each section throughout the document.

^{iv} This will include the name of the Charter/Rental if it has one. i.e. Freddie's Fish Adventures if there is no name Charter/Rental can remain.

^v This is the country as detailed on the policy.

^{vi} Assured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{vii} Please state the court, for your locality e.g. Circuit in and for Miami-Dade County Florida/Western District of New York.

^{viii} Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{ix} Each and every participant must sign and initial the release and complete the details. One document for each participant.

^x If a participant is below 18 years of age a parent/guardian must complete the details.