



RELEASE, HOLD HARMLESS AND DAMAGE AGREEMENT

I, _____ (Print name of person who will be operating and responsible for the vessel) acknowledge that I have proper knowledge required to operate this vessel and that I agree to be the sole operator of this vessel. I understand that there are inherent risks involved with operating a boat, including but not limited to equipment failure, perils of the seas/river, acts of other boaters and weather conditions, and I hereby assume such risk.

I understand that as the operator of the vessel I am responsible for checking weather conditions for the day of my rental. I also understand that there are no refunds due to inclement weather or storms. Initials_____

I further knowledge that these risks could cause me, or others around me, harm including, but not limited to, bodily injury, damage to property, emotional distress or death. I assume and accept all risk associated with the use of this vessel.

I will comply with all navigation markers, speed limits and Florida laws. I concur that I will operate this vessel without the influence of alcohol or drugs. I understand that I have a duty to exercise reasonable care for my own safety and as well for my own passengers. Any child under the age of 6 years old must wear a USCG approved life jacket at all times.

I understand and accept responsibility for any damage to the vessel caused by negligence or failure to operate the boat in a safe manner. Damages caused by usage/allowance of prohibited items such as grills, lanterns, or other combustion items. Also, any dents, scratches, or any other damage including but not limited to docking the vessel, collision with other vessel, markers, objects, running it up on a sandbar, rocks, tying to another boat or towing other boats. This includes all parts of the vessel including the motor and the propeller.

I have watched this video provided by F.W.C. to promote safety and information on our wildlife. I also understand I am advised to call F.W.C. at 1-800-404-3922 in the event of any type of accident involving wildlife in Florida waters. Initials_____

By signing this agreement, I agree to release, indemnify, and hold harmless Cape Crossing Marina, Cape Crossing Vacation Rentals LLC and/or Canaveral Crossroads LLC, as well as their employees from all losses, claims, theft, demands, liabilities, cause of actions, or expenses, known or unknown, arising out of my usage of this vessel at Cape Crossing Marina.

___ A copy of the renter's Photo ID

___ A copy of a state "Boating Safety Education ID Card" if the renter is born after January 1st, 1988. They are required by law to have this card to operate a motorized vessel. Boats that are returned later than 15 minutes late will be charged a \$40 late fee. Boats that go outside boundaries will be subjected to a rescue charge if they need rescue outside boundaries.

Pontoon Boat Security Deposit

___ Check if you want the \$10 optional propeller insurance

All boats are subjected to a \$700 damage charge.

Your card will be charged when the boat is returned if any of the following are present when the boat is returned:

- PROPELLER DAMAGE
- BIMINI TOP DAMAGE
- DAMAGE TO BOAT INTERIOR FLOORING, SEATING ETC.
- IF YOU RUN AGROUND THE BOAT, AND RAN THE MOTOR IN THE SAND
- EVIDENCE OF RECKLESS OPERATIONS

Print Name _____

Signature _____

Date _____