

Ocean Shores Boat House
Participant Release of Liability and Assumption of Risk Agreement (Duffy Electric Boats)

_____ IT IS THE CAPTAIN'S RESPONSIBILITY TO REPORT ANY UNUSUAL INCIDENT DURING COMMAND SUCH AS HITTING AN UNDERWATER OBJECT, RUNNING OVER FLOATING DEBRIS OR ANY HARD DOCKING.

- _____ 1. As the operator of the vessel, **I AM** the Captain. Captains are required to be 21 years or older with a valid drivers license. As Captain you accept responsibility if you surrender operation of the vessel to other passengers on board. You are fully responsible for assuring that you and your passengers and guests adhere to all safety rules.
- _____ 2. By renting this vessel, you acknowledge that boating HAS various hazards, including the potential for permanent paralysis and death. At all times: 1) **I** must remain aware of weather, visibility, wind and other factors which may affect MY ability to navigate safely, 2) **I** must adhere to all applicable nautical rules of the waterways, 3) **I** must take reasonable measures to avoid risk of collision with other vessels, docks, buoys, swimmers, or other objects, whether fixed or floating, 4) **I** must give the right of way to non-motorized vessels.
- _____ 3. I acknowledge that in addition to the normal boating hazards, Ocean Shores waterways poses their own hazards. I must pay careful attention to boats coming in and out of side channels or slips and floating debris. Identified submersed logs/etc must be avoided and reported.
- _____ 4. **Beaching the vessel, swimming, or fishing from the vessel is prohibited.** If you have any questions about these navigation restrictions, you must ask the rental representative prior to using the vessel.
- _____ 5. Operating the vessel under the influence of alcohol or other drugs is strictly prohibited. **No SMOKING** or **CANDLES** are allowed on board.
- _____ 6. Other than at home base, prior permission must be obtained. If any damage occurs the Captain is expected to report and complete an incident report. All repair charges will be accessed.
- _____ 7. **In the event of late return, extra cleanup required, rescue or any other losses or damage to the vessel, I authorize The OSBH to require extra cash payment, or charge Visa, /MasterCard account indicated on this contract. In addition, we expressly reserve all other rights and remedies against you. Charges for losses or damages** to the vessel will be calculated at standard service and part rates.
- _____ 8. I, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
- _____ 9. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE OCEAN SHORES BOAT HOUSE, its officers, officials, agents, and or employees, other participants, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Responsible Party Print

Age

Date