

Ocean Shores Boat House (OSBH)
Duffy 21' Cruiser Electric Boat - Rental Release of Liability and Assumption of Risk Agreement

- _____ 1. As the operator of the vessel, I AM the Captain. The Captain is required to be 25 years of age with a valid driver's license. As the Captain I accept full responsibility for the proper operation of the boat, and I am fully responsible for assuring that I and my passengers adhere to all safety regulations as briefed to me by the Owner, Ocean Shores Boat House.
- _____ 2. By renting this vessel, I 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 Ocean Shores Fresh Waterways as briefed by OSBH, 3) I must take reasonable measures to avoid risk of collision with other vessels, 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 Fresh Waterways pose 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.
- _____ 4. **Beaching the vessel, swimming, or fishing from the vessel is prohibited.**
- _____ 5. **Operating the vessel under the influence of alcohol or drugs is strictly prohibited. NO SMOKING or CANDLES are allowed on board.**
- _____ 6. **Docking at any other dock than at the Ocean Shores Boat House is prohibited.**
- _____ 7. I acknowledge my responsibility to report any and all damage to the owner of the OSBH immediately upon return to the OSBH dock. All repair or damage charges that are deemed by the owner of the OSBH to be my error in not following this rental agreement will be my responsibility to incur.
- _____ 8. It is my responsibility, as Captain, to report any unusual incident during command – such as boat stopped operating, hitting an underwater object that was not visible above the water or running over any floating debris.
- _____ 9. **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 my credit card presented at time of payment. Charges for losses or damages to the vessel will be calculated at standard service and part rates.**
- _____ 10. 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.
- _____ 11. 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.

Responsible Party Signature

Responsible Party Print

Age

Date