Rules and Regulations:

I agree to pay all damages incurred while the vessel is/was in my possession including: damage to the vessel, damages caused to other boats and property, and damaged or missing equipment on the vessel. In addition, I agree to pay for loss of income incurred by Will Allgood as a result of damage while the vessel was in my possession. I agree that damage charges will be automatically charged at the end of the use period. By entering into this agreement, I am not relying on my oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

1—No Jumping or Diving off the upper Deck

2—No Riding or Sliding from upper deck while boat is in motion

3—No use of the waterslides when the motor is running

4—Motor must be trimmed down with the props in the water during use of the waterslides

5—No sliding in less than chest deep water and always slide feet first

6—No swimming when the motor is running

7—No riding outside the lower deck rails while the vessel is underway

8—No more than 6 people on the upper deck at any one time

9—No climbing the ladder while the vessel is underway

10—Must have a spotter for the slides at all times while any occupants of the boat are in the water

11—All children under six years of age must wear a USCG approved type I, II, or III PFD at all times while on the boat

12—If any glass is broken on the boat you will be charged a $200 glass cleanup fee

13—Any puke or bodily fluid, or excrement on boat and you will be charged a $200 cleanup fee

14—No illegal drugs including marijuana vape pens are allowed on boat.

15—Driver of boat is not allowed to drink

16--The Boat Owner is granted permission to post photographs or videos taken of occupants of the Boat to its website, social media, brochures.

17--l am fully aware of the inherent hazards and risks associated with water-crafts and related water sports activities to which l am about to engage, including but not limited to:

Changing water flow, tides, currents, wave action, and ship's wakes, Collision with other participant's watercraft, manmade or natural objects, Inclement weather and lightning, Collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of woter into body orifices, and/or drowning, Equipment failure or operator error, Marine life forms, Heat or sun related injuries or illness, including sunburn, sun stroke, or dehydration

18--DECLARATION OF FITNESS TO PARTICIPATE IN WATER-SPORTS ACTIVITIES:

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which l understand may add to a dangerous situation with regard to other persons or myself during water sports activities: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or discoloration of any limb, diabetes, mental illness, drug or alcohol addition, recent back injury, arthritis, and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorders, recent blood donation, or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal loss. Even ifI have a health condition as stated above about which I am unaware, by signing this form I still choose to participate in these activities and agree to waive all responsibilities to all above mentioned releasees concerning any consequences that would result from such actions. I declare that in the event that I fell ill or unwell, have any physical complaints whosoever, or if an injury is sustained of any kind during the course of activities, I will notify boat owner immediately.

All Passengers please sign back page to acknowledge reading and understanding all the rules and regulations above.

All Passengers must Print, Sign, and Date in appropriate position

Charterer is responsible for choosing/hiring the Master/Driver and any Crew they need/want

|  |  |  |  |
| --- | --- | --- | --- |
| **Position** | **Name** | **Signature** | **Date** |
| **Charterer** |  |  |  |
| **Master/Driver** |  |  |  |
| **Crew 1** |  |  |  |
| **Crew 2** |  |  |  |
| **Crew 3** |  |  |  |
| **Passenger 1** |  |  |  |
| **Passenger 2** |  |  |  |
| **Passenger 3** |  |  |  |
| **Passenger 4** |  |  |  |
| **Passenger 5** |  |  |  |
| **Passenger 6** |  |  |  |
| **Passenger 7** |  |  |  |
| **Passenger 8** |  |  |  |
| **Passenger 9** |  |  |  |
| **Passenger 10** |  |  |  |
| **Passenger 11** |  |  |  |
| **Passenger 12** |  |  |  |

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in Tritoon Boat useage, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: William Carey Allgood, and any partner, employee, contractor, servant, representative, associate, officer, agent, volunteer, successor and assigns of William Carey Allgood, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.
5. I expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

All Passengers please sign back page to acknowledge reading and understanding all the rules and regulations above.

All Passengers must Print, Sign, and Date in appropriate position

Charterer is responsible for choosing/hiring the Master/Driver and any Crew they need/want

|  |  |  |  |
| --- | --- | --- | --- |
| **Position** | **Name** | **Signature** | **Date** |
| **Charterer** |  |  |  |
| **Master/Driver** |  |  |  |
| **Crew 1** |  |  |  |
| **Crew 2** |  |  |  |
| **Crew 3** |  |  |  |
| **Passenger 1** |  |  |  |
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| **Passenger 12** |  |  |  |