



BOAT RENTAL AGREEMENT AND GENERAL RELEASE

I agree to rent the boat and equipment described below for the time period and rate I have indicated. I acknowledge receipt of the Rules and Regulations applying to the boating activities and confirm that I have read them. The Rules & Regulations are on the back of this form and are posted at the boat launch. In consideration of being allowed to participate in the boating activities and being provided with this watercraft and equipment, I agree to the following GENERAL RELEASE.

For myself and for my heirs, personal representatives and assigns, I hereby:

1. ACKNOWLEDGMENT OF RISKS.

Acknowledge that some, but not all, of the risks of participating in watercraft activities include:

- a. Changing water flow, currents, wave action and wakes from other boats;
- b. Falling while launching watercraft;
- c. Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects;
- d. Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature;
- e. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
- f. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- g. The presence of insects, marine life forms, and other wildlife, including alligators;
- h. Equipment failure or operator error;
- i. Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; and
- j. Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of an accident.

2. EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY.

Agree to assume responsibility for all the risk of the activity, whether identified above or not. My participation in the activity is purely voluntary. I assume full responsibility for myself for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I participate in the activity.

3. RELEASE.

Release PS Operations, LLC, Schwarze Enterprises, Inc., the State of Florida Dept. of Environment Protection, the Board of Trustees of the Internal Improvement Fund of the State of Florida, their principals, directors, officers, agents, employees and volunteers, and their insurers, from any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, and from any and all liability of any nature for any and all injury or damage (including death) to me and other persons as a result of my participation in the activity, regardless of the cause. I understand that this release includes any claims based on negligence, action, or inaction, of any of the above parties.

Name (please print): _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Number in Party: _____ Deposit: DL () Contact Phone #: _____

Canoes and Kayaks: Hour () Half Day (four hours) () Full Day ()

Paddleboat: Half Hour () Hour ()

| | | | | | |
|--------------------|---------|----------|---------|----------------|--|
| BOAT(S) | JACKETS | CUSHIONS | PADDLES | CHECK-OUT TIME | |
| PB () K () C () | | | | CHECK-IN TIME | |

The signature and name of the adult individual who will be renting and using the watercraft is required below.

Seen and agreed to:

| | |
|---------------|------------|
| Printed Name: | Signature: |
|---------------|------------|

**CANOE/KAYAK/PADDLEBOAT RENTALS
ESSENTIAL ELIGIBILITY CRITERIA AND RULES AND REGULATIONS**

ESSENTIAL ELIGIBILITY CRITERIA

In order to participate in this program, one:

- Must have the ability to follow verbal and/or visual instructions independently or with the assistance of a companion.
- Must not exceed the manufacturer's limit for the vessel which is the combined weight of the all participants in the boating party **with gear** as follows: Canoes - 780 lb. limit; Paddleboat - 955 lb. limit; Kayak Solo - 195 lb. limit; Kayak Tandem - 475 lb. limit.
- Must have the ability to wear a properly fitted personal flotation device.
- Must have the ability to enter and exit the canoe/kayak independently or with the assistance of a companion.
- Must have the ability to remain seated, maneuver, and balance independently or with the assistance of a companion, in the case of a canoe, paddleboat or double kayak.
- Must have at least one person in the canoe/kayak who is able to move it through the water in a stable manner and return it back to the launching area.
- Must have the ability to get out from under the watercraft, independently and be able to right oneself and remain face up in the water with the aid of a personal flotation device, in the event of a capsized.

RULES & REGULATIONS

1. **Boat rentals are at your own risk.** PS Operations, LLC, the State Park and staff are not responsible for personal injury or loss of property. Participation in boating activities may be dangerous. Management reserves the right to deny rental.
2. Person renting boat must be 18 years or older. **Parent or legal guardian required to allow minor participation.**
3. Maximum capacity - Paddleboats and canoes for (4) persons, kayaks one (1) or two (2) depending on individual boats.
4. Florida law requires children 6 years of age and under must wear a personal flotation device (PFD). All other occupants must have PFD in their possession. Provided whistles must be aboard canoes & kayaks.
5. **Wearing of life vests at all times helps reduce the risk of drowning.**
6. Alligators can be dangerous! Avoid close encounters with alligators. Do not feed wildlife.
7. Alcoholic beverages and pets are prohibited.
8. Intentional capsizing or swamping is prohibited. No swimming allowed.
9. No gas or electric motors to be attached to rental boats.
10. Do not stay on the water in the event of thunder or lightning.
11. Please make sure you have water and bug spray on extended trips.
12. If your boat capsizes or swamps, it will continue to float. Hold on to the boat as you make your way to shore.
13. Please dispose of litter in trash cans at end of trip.
14. Renter will be required to reimburse the concessionaire for all damaged or lost equipment. Reimbursements will be at replacement costs.
15. Rental equipment shall not be removed from park property.
16. Upon returning boat to launch area, place in same rack or other location as you found it. Turn canoes upside-down. Return equipment to rental location to receive deposit.
17. All boats and equipment must be returned at agreed time. Additional charges of \$15.00 per hour will begin 15 minutes after closing time.
18. No fishing from paddleboat dock or paddleboats.
19. Launch canoes and kayaks from the beach area. **The boat launch ramp may be slippery.**