



PATRICK SFB OUTDOOR RECREATION BOAT RENTAL AGREEMENT, WAIVER AND LIABILITY

PAGE 1 OF 2.

GENERAL TERMS AND CONDITIONS

1. _____ I understand, acknowledge and agree my rental privileges may be suspended indefinitely for repeated attempts by me or my passengers to not comply with the policies and procedures for boat rentals or for any willful and/or negligent behavior by me or my passengers during the rental period causing unacceptable risk or actual damage, destruction, injury or death.
2. _____ I understand and agree I have completed the Outdoor Recreation (ODR) requirements to rent and operate a motorized boat.
3. _____ I understand and agree I am the official renter of record and by binding agreement I am the sole person responsible for the appropriate and compliant use of the vessel rented to me and the behavior of passengers during the rental period.
4. _____ I understand and agree I am responsible as the boat operator to be aware of, understand and comply with all laws of the Florida Fish and Wildlife Commission, U.S.C.G and County municipalities. Any and all fines issued by, and not limited to the aforementioned, are my sole responsibility.
5. _____ I acknowledge and understand the geographical boundaries for the vessel I am renting and as such I agree to strictly operate the vessel no farther than State Road 520 (north) and Mather's Bridge (south). **(N/A for trailered fishing boats)**
6. _____ I understand that ODR monitors channel (71) on the marine radio; and that channel (1) is the National Oceanic Administration; and that channel (16) is the emergency channel. I will not utilize any other channel unless instructed to do so by the ODR staff or authority on channel 1 or 16.
7. _____ I understand and agree to abide by the Florida law and ensure that all passengers on the vessel aged 6 years or younger wear an appropriately fitted USCG-approved Personal Floatation Device (PFD) at all times while on the vessel. I agree to abide by the ODR and 45th Space Wing Ground Safety Office policy and will ensure all other passengers wear the aforementioned PFD while the boat is underway and/or during hydroplaning activities.
8. _____ I understand and agree I am solely responsible for any and all consequences of my decision to allow another person to operate the vessel during the official rental period and that I will be held solely financially and legally responsible for any damage, destruction, injury or death that may occur as a result of my authorization to allow another person to operate the vessel who has not met the ODR requirements to operate a motorized vessel.
9. _____ I understand and agree I am fully and financially responsible for any and all damages to include but not limited to the vessel, hull, engine, propeller (prop), Bimini, antennas, equipment, and paint. I will be provided the government's reasonable estimate (fee) to repair and replace the items and I will not be authorized to further participate in or utilize any ODR service until the fee is paid.
10. I understand and agree to not board any pets on the vessel. Service dogs are welcome and are subject to the ADA law for service animal conduct.
11. _____ I understand all ODR facilities, grounds and watercraft are tobacco free zones and I agree to ensure no tobacco and vaping products are used while on the vessel or in these areas.
12. _____ I understand and agree the vessel's Bimini and antenna will not be lowered during the rental period, to include trying to prevent damage to either item for the prohibited action of navigating under low-lying bridges in the Grand Canal area.
13. _____ I understand the vessel is to be fueled at ODR by ODR staff only and agree to not place fuel in the vessel under any circumstances and that doing so may damage the engine and/or other mechanical components of the vessel. **(N/A for trailered fishing boats).**
14. _____ I understand the vessel hull, prop and/or engine can be damaged or destroyed by traversing through or mooring in shallow water and I agree to not attempt or execute either of these actions.

ALCOHOL

15. I acknowledge, understand and agree to the following:
 - a. Beverages containing any amount/volume of alcohol are not to be boarded on the vessel at ODR or any other location, or consumed by myself or any of the passengers at any land or water location during the rental period.

 - b. I am subject to the Florida laws for the use of alcohol while operating a watercraft and as such I am fully financially responsible as the operator for any and all costs incurred by ODR, law enforcement or Sea Tow as a result of alcohol use. _____
 - c. The ODR staff will inspect all coolers, bags and large containers being brought onto the vessel by me and all passengers, and that any items in violation will be removed or the rental will be cancelled immediately.

 - d. Any damage, destruction, injury, death or legal infractions whereby alcohol was suspected or proven to be the cause or a contributing factor will result in the loss of rental privileges for any and all ODR watercraft, travel trailers and other towable items. _____

BOAT RENTAL AGREEMENT, WAIVER AND LIABILITY
PAGE 2 OF 2.

RENTAL PERIOD

16. I understand and acknowledge the official time period of my boat rental today is _____ to _____ and I agree to the following:

- a. The official rental time period will not be adjusted due to the time I depart the ODR docks. _____
- b. I will return and moor the vessel at the ODR docks not later than _____.
- c. I will be charged at the rate of \$35.00 for every 15 minute increment entered into, past the official return time annotated and agreed to by me in 16.b. of this agreement. _____
- d. At 30 minutes past the official return time the ODR staff will initiate official search and recovery procedures if their attempts to communicate with me via the vessel radio and the cell phone numbers provided on the launch plan have failed and that I am fully financially responsible for any and all costs incurred for the late return of the vessel to the ODR docks as applicable, to include the personnel expense of the ODR staff whose scheduled hours were extended to assist in the recovery and/or return of the vessel. _____

WEATHER CONDITIONS

17. I acknowledge that an ODR staff member has reviewed the forecasted weather conditions during the rental period with me and that I understand the probability or risk of not completing the official rental period based on the forecasted conditions and I agree to the following:

- a. I will immediately seek and direct the vessel to safe harbor in the event of unforeseen severe weather conditions as directed by the ODR staff or marine radio advisory and will advise the ODR staff of my whereabouts. _____
- b. I will continue to monitor weather conditions throughout the rental period. _____
- c. I will immediately return the vessel to the ODR docks should the wind speed reach 15 mph, continuous or gusting, either by the ODR staff's direction or my continued monitoring of weather conditions. _____
- d. I will immediately return the vessel to the ODR rental facility's visual line of site area when thunder is heard, or for Phase One lightning conditions or to the ODR docks for Phase Two lightning conditions when directed by the ODR staff and I will not attempt to return to normal rental activity unless cleared by the ODR staff. _____
- e. Forecasted wind conditions:
1st hour _____ mph 2nd hour _____ mph 3rd hour _____ mph 4th hour _____ mph _____
- f. Forecasted lightning conditions:
1st hour _____ % 2nd hour _____ % 3rd hour _____ % 4th hour _____ % _____

REFUNDS

18. I acknowledge, understand and agree a full, partial or prorated refund or credit towards a future a rental or service will not be authorized or provided to me when the official rental period is not completed due to:

- a. My decision to proceed with the rental after being advised of and acknowledging the forecasted weather conditions and required responses in 15.a, b, c, d, e, and f. _____
- b. Mine and/or my passenger's decision to not adhere to any of the policies and procedures stipulated in this agreement and/or resultant consequences of the aforementioned decision. _____

SAFETY AND OPERATIONAL INSTRUCTIONS

19. By signing this document, I acknowledge and agree that an official representative of the Patrick Space Force Base Outdoor Recreation has provided adequate operational instructions to enable me to safety and properly utilize the item rented to me, identified herein as the watercraft, motorized watercraft, boat or vessel, and that I acknowledge, understand and agree to the penalties that may be incurred by me as the official renter of record and the operator of the rental item for failure to abide the policies and procedures of this rental agreement.

WAIVER OF LIABILITY

20. By signing this document, the customer acknowledges that there are hazards associated with the use of the rental equipment, including by not limited to, physical or permanent bodily injury, death, or damage to property. The customer shall assume all responsibility for injuries to persons and/or damages to property and shall release and forever hold harmless the Patrick Space Force Base Outdoor Recreation, United States Government and its officers, agents, servants and employees from any and all claims arising out of the customers use or the customers permission to use the rental equipment, either expressed or implied. _____

I, (print name) _____, THE OFFICIAL CUSTOMER OF RECORD, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE OFFICIAL CUSTOMER OF RECORD AND I AM AUTHORIZED AND EMPOWERED TO ACCEPT THE DELIVERY OF THE REQUESTED RENTAL EQUIPMENT AND SIGN THIS AGREEMENT.

Customer Signature/Date

Customer Contact Phone Number

Witnessed by: ODR Staff (print name, signature and date).