



BOAT USE AGREEMENT WITH WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION PROVISIONS

- **Second Wind and Pied Piper have capacity limits of 6 passengers each**

2. I am familiar with the safe operation of the sail boat, power boat, or other type of watercraft being provided for my use by PYC SATORI FOUNDATION pursuant to this Agreement (as applicable, the "Watercraft"), and I am familiar with and will comply with all rules and practices customarily applicable to, and/or prescribed by SATORI for the safe operation of the Watercraft. Initials: _____
 3. I represent to SATORI that I am in good health and am not aware of any physical or medical condition which might endanger me or anyone else as I use the Watercraft. Initials: _____
 4. I agree to comply with all federal, state and municipal laws and regulations applicable to the use of the Watercraft. When I operate the Watercraft, I will operate the Watercraft in a careful and prudent manner. I understand that the only person authorized to operate the Watercraft is the person who has signed this agreement, is over eighteen years of age and is competent to operate the Watercraft. Initials: _____
 5. When I operate the Watercraft, I understand that I am not allowed to have anyone else who has not signed this Agreement operate the Watercraft. I will require all persons aboard who are under 16 years old to wear a life jacket. Initials: _____
 6. I understand that SATORI does not provide insurance to cover the risks of damage to my property, personal injury and death that could occur while I am in, on, or around the Watercraft or PENSACOLA YACHT CLUB's facilities or premises. I agree that any insurer I may have who may provide coverage for me or others on the Watercraft has no right of subrogation against SATORI or PENSACOLA YACHT CLUB. Initials: _____
 7. When I operate the Watercraft, I agree to abide by state and local law regarding drug and alcohol use. Intoxication will result in cancellation of rental agreement and possible removal from rental program. Intoxication will not be tolerated on the Watercraft or on or around PYC's premises. When I operate the Watercraft, I agree that if I am arrested for boating under the influence of intoxicants, or allow anyone else who has not signed this agreement to operate the Watercraft while under the influence, I shall bear any and all additional charges that may arise from said arrest or intoxication. *DO NOT DRINK AND DRIVE!* Initials: _____
- EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY**
8. I agree to assume responsibility, even those risks arising out of negligence by SATORI, other passengers, riders, and/or all participants on the Watercraft. My and our participation in the activity is purely voluntary. I assume full responsibility for myself and all passengers on the Watercraft, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of passengers, riders, guests and any other passenger on the Watercraft and even if caused, in whole or in part by the negligence or other fault of SATORI or PENSACOLA YACHT CLUB, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns. Initials: _____
 9. I agree to the foregoing because I understand that Watercraft, water bodies and areas in and around watercraft can be hazardous to both property and persons, thereby posing a substantial risk of damage, injury and even death. Initials: _____
 10. Such hazards include but are not limited to:
 - a. Weather conditions that may change quickly, including but not limited to wind, rain, snow, lightning and excessive heat and sun.
 - b. Water conditions that may change quickly, including waves, currents, boat wakes, tides, whirlpools and cold-water temperatures, exposure or overexposure to cold (Hypothermia) or heat.
 - c. Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, either on land or on water, including but not limited to areas in and around SATORI's premises or staging areas.
 - d. Damage, injury or death as a result of traversing in or around PENSACOLA YACHT CLUB's premises or staging areas, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks.
 - e. Injury or death as a result of ingesting contaminated fresh water, drink or food.
 - f. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, suffering a propeller strike from a motorized vessel, or while launching and landing on shore whether on land or dock, or as a result of collision with natural or manmade debris.
 - g. Muscular or skeletal injury, strain or damage due to physical exertion, especially, but not limited to, my head, wrists, arms, shoulders, legs and back.

- h. Lack of available life saving devices or services, or immediate medical attention, in the case of injury.
 - i. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience or expertise.
 - j. Injury or death as a result of being entrapped in a Vessel or falling out of a Vessel.
 - k. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel.
 - l. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner.
 - m. Failing to properly wear a personal floatation device.
 - n. Failing to understand basic or other instructions provided by SATORI, its agents, or employees.
 - o. Vehicular or pedestrian accident while being transported to or walking to or from PENSACOLA YACHT CLUB's premises or staging areas, including transportation to and from the Vessel or to and from the PENSACOLA YACHT CLUB's facilities or premises.
 - p. Inadequate repair or maintenance of or PENSACOLA YACHT CLUB facilities and equipment.
 - q. Error, inattention or negligence on the part of SATORI or PENSACOLA YACHT CLUB, its officers, agents, guides and employees, including inadequate instruction or assistance. **Initials:** _____
- 10 By signing this Agreement I acknowledge that if anyone is hurt or property is damaged while I am using the Watercraft, or during my presence on or use of the Watercraft or SATORI or PENSACOLA YACHT CLUB's equipment, facilities, premises or services, I expect to be found by a court of law to have waived my right to maintain a lawsuit against SATORI or PYC on the basis of any claim, including subrogation, from which I have released them herein, including claims that SATORI or PENSACOLA YACHT CLUB was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. **Initials:** _____
- 11 I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read and fully understood it and I agree to be bound by its terms. **Initials:** _____
- 12 I therefore agree, on behalf of myself, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify SATORI and PENSACOLA YACHT CLUB's respective officers, directors, employees, agents, subsidiaries, legal representatives and assigns, from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on or use of the SATORI watercraft, equipment and/or premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage arising solely or partially from the negligence or other fault of SATORI or PENSACOLA YACHT CLUB or both. **Initials:** _____
- 13 I agree that the Watercraft is in good condition and all safety elements have been reviewed and are on board and that I will be responsible for any damage to the equipment, and boat from the moment I receive them until I return them to SATORI. The user will report any damage caused to SATORI, person in charge at the first reasonable opportunity. **Initials:** _____
- 14 In case of damages, SATORI will make or contract for the repairs and charge all costs to the user. Damages include any loss, partial or total, malfunctions or breaks of the equipment or boat. **Initials:** _____

 Printed name of renter

 Signature of renter

 Date