

OTTEY CHARTERS LLC BOAT RENTAL
BOAT RIDER/PARTICIPANT LIABILITY WAIVER AND RELEASE
AGREEMENT

This Waiver and Release Agreement (“Agreement”) is entered into on _____ by and between Ottey Charters LLC (“Company”) and _____ (“Customer”).

Acknowledgment of Risk

Customer acknowledges and understands that the rental and use of boats involve inherent risks, including but not limited to the risk of injury, illness, or death, as well as damage to property. Customer further acknowledges that these risks may be caused by the actions, inactions, or negligence of the Customer, the Company, or others.

Assumption of Risk

Customer agrees to assume all risks of injury, illness, death, or property damage arising out of the rental and use of the boat, whether caused by the negligence of the Company or otherwise.

Boater Safety Video

Customer acknowledges that they have watched the Boater Safety Video found at <https://www.otteycharters.com/privacy-policy> prior to commencement of Rental Period.

Release and Waiver of Liability

Customer hereby releases, waives, and discharges the Company, its owners, agents, employees, officers, directors, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Customer or to any property belonging to the Customer,

whether caused by the Company or otherwise, while participating in the rental and use of the boat.

Third Party Storage Provider Inclusion

The Customer acknowledges that the Company utilizes the services of Morningstar Marina Crown Plaza “Storage Provider” for the storage of its vessels. The Storage Provider is a third party and is not a party to this Agreement.

Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Company, its owners, agents, employees, officers, directors, affiliates, and the Storage Provider, its employees, agents, and representatives from and against any and all claims, demands, actions, causes of action, damages, losses, costs, and expenses (including reasonable attorney’s fees) arising out of or in connection with the storage of the vessels, except to the extent such claims or damages are caused by the gross negligence or willful misconduct of the Storage Provider.

Waiver of Subrogation

The Customer waives any right of subrogation against the Storage Provider from any claims covered by the Company’s insurance.

Medical Treatment

Customer consents to receive medical treatment deemed necessary if Customer is injured or requires medical attention during the rental and use of the boat. Customer understands and agrees that they are solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

Compliance with Laws

Customer agrees to comply with all federal, state, and local laws, rules and regulations while operating the boat. Customer acknowledges that the Company has provided instructions regarding the safe operation of the boat and agrees to adhere to these instructions.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be binding and effective.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT THEY ARE GIVING UP LEGAL RIGHTS BY SIGNING IT.

Customer's Signature: _____

Date: _____

Print Name: _____

C o m p a n y R e p r e s e n t a t i v e S i g n a t u r e :

Date: _____

Print Name: _____