

EAST HAMPTON YACHT CO., INC.
19 BOATYARD ROAD
EAST HAMPTON, NY 11937
Tel. 631 324 4042/ cell 917 743 2525

BOAT RENTAL CONTRACT

The word "boat" as used in this contract is a general term referring to a boat with an engine, rented by East Hampton Yacht Co., Inc.

Name: _____

Address: _____

Phone: _____ Date of Birth: _____

Boat rented: _____

Rental period: _____

Rental rate: _____

Acknowledgment of risks, assumption of risks and responsibility and release of liability.

There are significant elements of risk in any boating activity, and all water sports related to boating such as water-skiing, wake-boarding, tubing, or any other activity performed on the boat or in the water (referred to herein as "boat activity".) Although reasonable steps have been taken to provide you with appropriate Coast Guard required equipment for the type of boat you have rented for which you may not be skilled to operated, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety, and that of other participants, prior to using any boat or equipment, it is important that you understand applicable boating laws and right of way. It is important that you know in advance what to expect and be informed of the inherent dangers and risks.

Acknowledgment of Risks: I/We acknowledge that the following describes some, but not all, of those risks: (1) changing water flow, tides, currents, wave action and ships' wakes; (2) Collision with any of the following: the water craft or equipment upon which I am (we are) the operator or passenger, other participants, other water craft and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and

temperature; (4) Sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazards which results in wetness, injury, exposure to the elements, hypothermia and/or drowning; (6) Getting in our out of the craft; (7) Travel, including travel to and from the activity; (8) The presence of insects and marine life forms; (9) Equipment failure or operator error; (10) Heat or sun related injuries or illness including sunburn, sunstroke, heatstroke or dehydration; (11) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

Assumption of Risks and Responsibility: I am (we are) aware that this activity may entail risks of injury or death. I/We agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/We verify that I am (we are) physically fit, not under the influence of alcohol or drugs at this time, and sufficiently capable to participate in these activities. Therefore, I/we assume full responsibility for myself (ourselves), including any minor or child for which I am (we are) responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/we elect to participate in spite of the risks. I am (we are) responsible for protecting my/our skin and eyes from the elements. I/we agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity, where required by state or local laws.

I/we assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or spinal injuries, bite or attack by animal, insect or marine life, allergic reaction, shock, paralysis or death.

Covenant of Good Faith: I/we recognize that you, provider of services, will operate under a covenant of good faith and fair dealing, but you may find it necessary to terminate a rental due to forces of nature, medical necessities or other problems and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I/we accept your right to take such actions for the safety of myself and/or other participants.

Release of Liability: In consideration of services or property provided, I/we for myself (ourselves) and any minor children for which I am (we are) parent, legal guardian, or otherwise responsible, any heirs, personal representative for assigns, agree that: The use of boats in any body of water can be hazardous and I/we assume all risks of injury, loss of life and damage to person and property during such case, fully realizing that East Hampton Yacht Co., Inc. or its agents have no control over the manner of use or the condition of any body of water, and I/we agree to pay for, defend, indemnify and hold East Hampton Yacht Co., Inc. or its agents, employees, successors, Town of East Hampton and assigns, harmless from all liabilities, claims and demands for loss, damage, or injuries to

persons and property sustained by me/us, my/our heirs, children, dependents, and all other persons resulting from or in any way connected with transporting or use of boats and equipment furnished by East Hampton Yacht Co. or its agents, its successors and assigns in enforcing any obligation under this agreement.

I/we understand that the use of any and all equipment furnished by East Hampton Yacht Co., Inc. constitutes acceptance of said equipment on a rental basis as is. I/We agree to pay for damage done to said equipment and/or property of others. If I/we fail to return any or all said equipment, I/we will reimburse East Hampton Yacht Co., Inc. for the amount of replacement cost. This includes boat, electronics, engine and propeller, but not limited to those items.

I have read the Acknowledgment of Risks, Assumption of Risks and Responsibility and Release of Liability. I understand that by signing this document I may be waiving valuable legal rights.

Name: _____

Signature: _____

In emergency, contact: _____

Date: _____