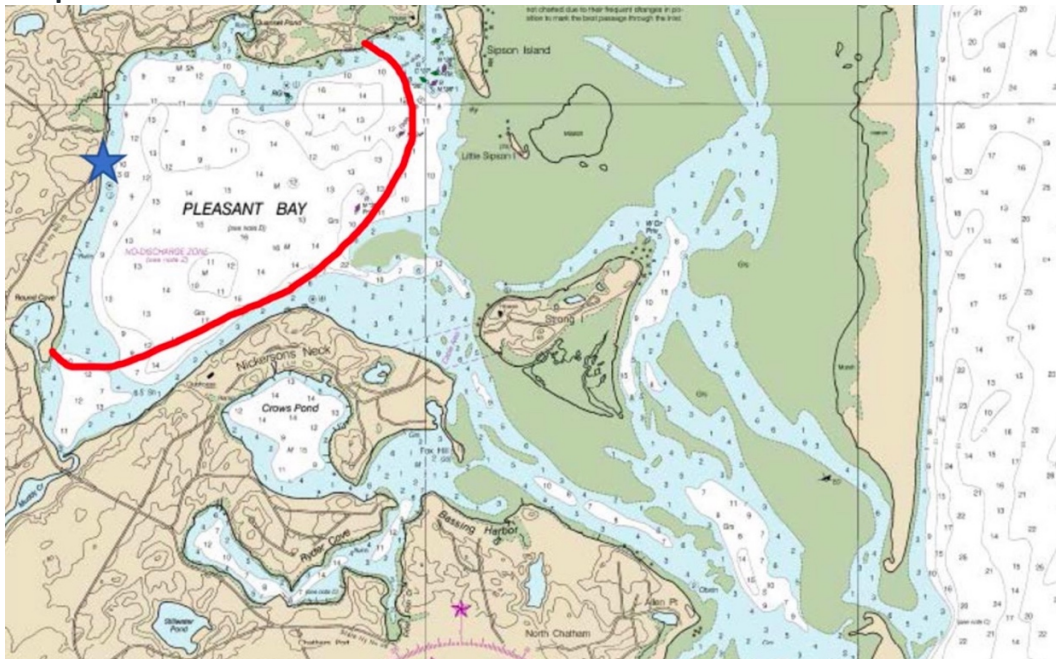




PLEASANT BAY COMMUNITY BOATING BOAT RENTAL AGREEMENT

1. **Experience:** Boats may be rented by **experienced sailors** who are comfortable and capable operating a sailboat without an instructor. Flying Scots and Catboats may be rented **ONLY** by members of the organization with a current membership.
2. **Skills Test:** All recreational boaters **must pass a skills test** before reserving a boat. Schedule a skills test by signing up for an Adult Sailing lesson in the same type of boat you wish to sail.
3. **Rules and Regulations:** All recreational boaters and passengers are subject to the rules of Pleasant Bay Community Boating including the following:
 - a. Personal Floatation Devices (PFDs) must be worn at all times while on the PBCB dock or on the water. For the 2020 season, **you must provide your own PFD.**
 - b. Water shoes, boat shoes, sneakers, or structured sandals (such as Tevas) must be worn at all times while on PBCB campus, boats, and dock.
 - c. Beaching and landing of all PBCB boats is prohibited, except in an emergency situation.
 - d. PBCB is a smoke-free campus. Smoking and alcohol are not allowed on PBCB boats and dock.
 - e. Recreational boats may be taken out for 2-3-hour sessions. However, if you wish to remain on the water, you may check in with us after your allotted time to see if anyone is waiting for your boat.
 - f. Sailboats must remain in “Big” Pleasant Bay, which is bounded by Sipson Island, Little Sipson Island, and the shallows to the northwest of Strong Island. See red boundary line on map below.



- g. **Paddlecraft** (kayaks and canoes) must remain within the red boundary line marked on the map below. Difficult to see and riding low and in the water, paddlecraft must avoid crossing in the middle of the bay to avoid collisions with power boats.



- h. If boundaries are exceeded, member boating privileges will **be revoked**.
4. **Safety Policies:** I/We certify that the participant and crew are able to swim 50 yards unassisted and tread water for 5 minutes. I/We understand and agree to wear a Coast Guard Approved personal flotation device (PFD) and full closure shoes at all times either in the boats or on the docks and site. I/We agree to assume the obligations for the expenses of repair and/or replacement of damaged program equipment that is attributable to me (or my child's) or my crew's negligent, reckless or irresponsible behavior. I/We understand that any participant may be removed from the program without refund if his or her behavior is deemed inappropriate or unacceptable pursuant to PBCB's rules, which I/We have read and agree to abide by them.
5. **Assumption of risk:** I/We agree to assume all risks and accept full responsibility associated with my (or my child's) participation in the PBCB Programs. Pleasant Bay is a dynamic body of water, upon which weather conditions may change dramatically; I/We hereby acknowledge and accept full responsibility associated with foreseen and unforeseen risks inherent in such activities. I/We acknowledge that sailing or paddling is a hazardous action sport which can cause death by numerous causes including, but not limited to, drowning, hypothermia, and other severe injury. I/We further acknowledge that permanent disfigurement and/or disability can result from sailing due to broken bones, lacerations, contusions, skin puncture and other injuries.

6. **Release of Liability:** I/We hereby release and waive any right to any and all claims, causes of action, damages, judgments, costs or expenses arising from my/our participation in this program regardless of cause, including but not limited to any action or negligent action of the undersigned, the Town of Harwich, PBCB, and the officers, directors, trustees, staff, employees and agents of Pleasant Bay Community Boating, Inc. or any other program participant. I/We further agree to indemnify, defend and hold harmless the Town of Harwich and Pleasant Bay Community Boating, Inc., and the officers, directors, trustees, staff, employees and agents of these organizations or representatives ("indemnitees") from any and all liability for injury or death or other loss of any kind suffered by me (or my child) or my crew in connection with this program, regardless of cause, including the action or negligent action of the undersigned, the indemnitees or any other program participant. Renter hereby RELEASES PBCB, its directors, officers and employees from liability for negligence and HOLDS HARMLESS PBCB, its directors, officers and employees from any and all loss, expense or cost, including attorney fees, arising out of damages or injuries whether to persons or property, occurring as a result of the rental or use of the Equipment.

7. **Waiver of Rights:** I understand and agree that by signing this document, I am waiving important legal rights, including but not limited to the right to sue PBCB, its officers, directors and employees and I intend to do so.

Signature

Name (printed)

Date _____

Waiver and Release of Liability

This Rental Equipment Agreement, Waiver and Release of Liability is between Pleasant Bay Community Boating Inc. Harwich, Massachusetts, (herein called "PBCB") and the undersigned (herein called "Renter"). This agreement also constitutes a Wavier and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify PBCB and its directors, officers, agents, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of a Renter's use of a Sailboat, Kayak, Canoe, Sunfish Paddle Boarding (herein called "Equipment") premises or facilities or Renter's participation in Sailing, Kayaking, Canoeing, Sunfish sailing or paddle boarding activities. By signing this document, Renter acknowledges that he/she specifically understands he/she (Renter) is releasing, discharging, and waiving any and all claims or actions that he/she may have at the present time, or in the future, for negligent acts, omissions or other conduct by the owners, agents, officers or employees of PBCB.

Please initial each item and sign below to acknowledge acceptance of this agreement

_____ Renter shall obey all local state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personal, while operating or renting any Equipment from PBCB. Renter is solely responsible for any citation or violation occurring during the use of, or as a result of operating or using any Equipment.

_____ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in GOOD working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

_____ Renter shall bear any and all risk and responsibility of and for any and all damage, loss or theft of the Equipment rented or any portions thereof, including, but not limited to vandalism or theft, and shall pay PBCB the FULL RETAIL COST of REPLACEMENT. Ask for boat and equipment replacement price list.

_____ Renter shall return all rented Equipment on time and in same exact condition as received. Minimum charges for late returns, repairs, labor, cleaning and re-inflation will be applied in the event rental Equipment require repair, excessive cleaning or inflation. Renter agrees to use all Equipment for its designed purpose only. Ask for list of minimum charges.

_____ Renter acknowledges that he/she has read and understands all Rules and Regulations for Equipment use at PBCB and understands the limits of where within Pleasant Bay Equipment may be used, has examined the map of Pleasant Bay showing clearly the limits and agrees to abide by such limits. If the Rules are not followed or boundary limits are exceeded, all member boating privileges will be revoked.

_____ RECOGNITION OF RISK: Renter expressly acknowledges that sailing, kayaking, canoeing are activities with inherent risks of injury to persons and property. Renter is aware of those risks and understands them FULLY. Renter acknowledges that PFD's (lifejackets) are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/ LIFEJACKESAT ALL TIMESWHILE USING RENTAL EQUIPMENT. Renter understands that a PFD does not remove all risks of injury or death; nor does PFD use the Equipment safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that the Renter decides to take to minimize the risks of said activity. No party related to PBCB, including its employees and volunteers, has made any representations regarding the safety, or the risks of the activity. Renter expressly assumes all risks of the activity.

_____ This agreement constitutes the entire agreement between PBCB and Renter and no term may be voided or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by PBCB to Renter, except as contained herein, and PBCB shall not be liable for any loss or injury to Renter, nor to anyone else, of any kind or however caused. This agreement is one of bailment only, and Renter is not PBCB's agent while using Equipment. The laws in the state of Massachusetts shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN ADDITIONAL CHARGES FOR LOSS OR DAMAGE.I have read and fully understand the above. I fully agree to the terms and conditions as stated. I fully agree to Pleasant Bay Community Boating Inc. refund policy.

Signature: _____

Date: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Driver's License Number: _____

Issuing State: _____

Cell Phone: _____ Local: _____

Email for receipt: _____

Name on Card: _____ Card

Type: VISA M/C AMEX DISC Account

Number: _____

Expires: _____ CVC: _____

Billing Address: _____ City: _____ State: _____

Zip: _____

Tom Leach
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