

 **PLEASANT BAY COMMUNITY BOATING**

BOAT RENTAL AGREEMENT

1. Experience: Boats may be rented by **experienced sailors** who are comfortable and capable of operating a sailboat without an instructor. Flying Scots and Catboats may be rented **ONLY** by current Pleasant Bay pass holders. Pass holders must be present and responsible for the vessel (family or friends may not take out the boat unassisted.) Sunfish and kayaks may be rented by members of the public, as long as they are able to rig and maneuver the vessel independently. Minors must be accompanied by an adult (18+) at all times.

2. Skills Check: All renters **must pass a skills check** before reserving a core fleet boat (Flying Scot or catboat). Please schedule a skills check either on our website or with our office.

3. Rules and Regulations: All skippers and passengers are subject to the rules of Pleasant Bay Community Boating including the following:

- Personal Floatation Devices (PFDs) must be worn at all times while on the PBCB dock or on the water.
- Water shoes, boat shoes, sneakers, Crocs, or sandals with an ankle strap (such as Tevas) must be worn at all times while on PBCB campus, boats, and dock. Flip flops or sandals that may slide off are not allowed, as they are dangerous on wet or uneven surfaces.
- Beaching and landing of all PBCB boats on the islands or other beaches around Pleasant Bay is prohibited, except in an emergency situation.
- PBCB is a smoke-free campus. Smoking and alcohol are not allowed on PBCB boats at any time.
- Boats may be taken out for one 2.5-hour session at a time.
- 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 and/or posted in the PBCB boathouse.
- Kayakers must remain within the red boundary line marked on the map below and/or posted in the PBCB boathouse.
- All vessels must stay out of powerboat channels and away from heavy traffic areas where possible. If you are crossing the channel in front of the islands, you have gone too far.
- If boundaries are exceeded, member boating privileges **will be revoked**.
- **Please report any issues with your vessel to the staff on duty.**

1. 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 their behavior is deemed inappropriate or unacceptable pursuant to PBCB's rules, which I/We have read and agree to abide by them.

2. **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.

3. **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.

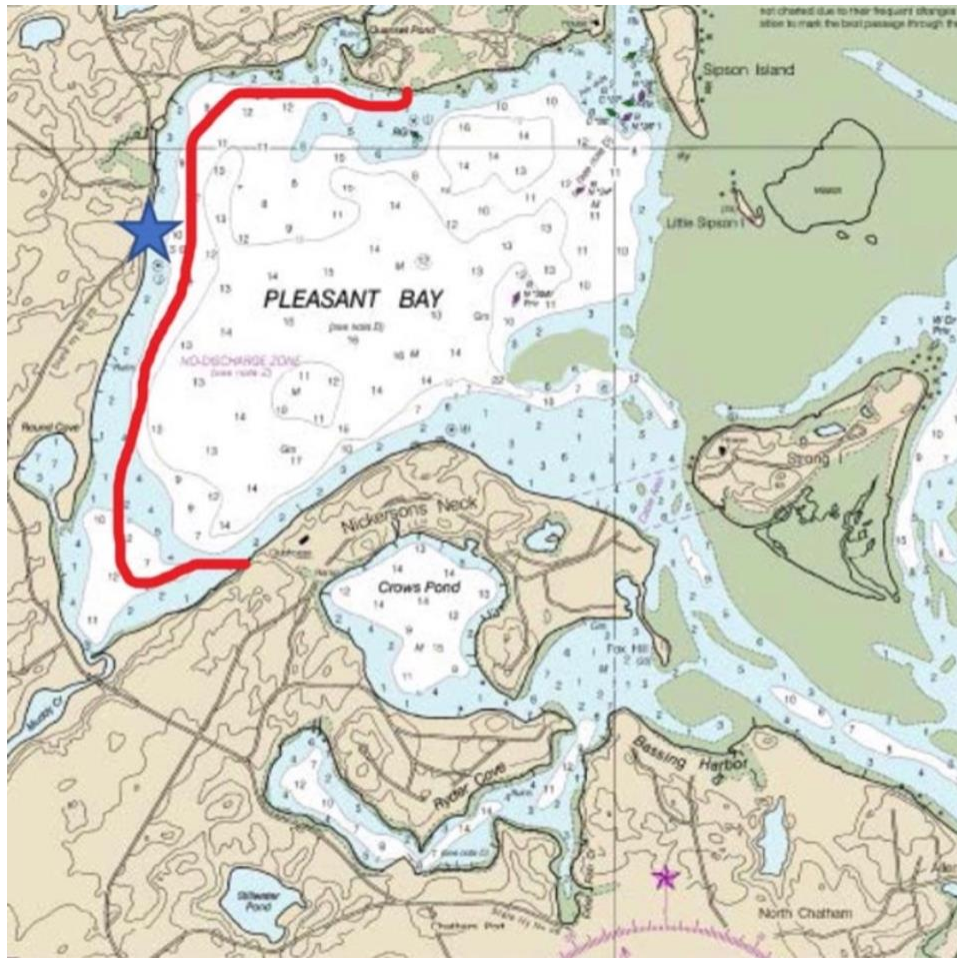
4. **Waiver of Rights:** I understand and agree that by signing this document, I am waiving important legal rights, including but not limited to the right to sue PBCB, its officers, directors and employees and I intend to do so.

Signature: _____

Date: _____

Name (printed): _____

For kayakers/paddlers:



For sailors:

