



**BAREBOAT RENTAL AGREEMENT & WAIVER -Tallawah (WELESA74B696)**

*Please fill out and sign the following Agreement and bring it with you to the charter.*

**Charterer Name:** \_\_\_\_\_ **D.O.B. (M/D/Y):** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**RENTAL AGREEMENT:** BEGIN on Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 END on Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Meal Delivery: Y\_\_\_ N\_\_\_

**Signature at the end of this document affirms I have been informed of, and agree to, the following:**

- Please read & sign this Tallawah Bareboat Rental Agreement & Waiver (TBRAW) with safety & assumption of risks and bring on the day of rental.
- Please bring government-issued ID.
- There may be a brief sea trial and safety orientation at the marina at the beginning of rental.

**Reservation & Cancellation Policy:** A deposit of \$100 is required to reserve booking (410) 212 4476 or booking paid in full here. Deposit is fully-refundable up to 7 days prior to rental. Please call at least 3 days prior to rental to pay balance, which is 70% refundable in the case of guest cancellation within this 3 day time window. Alternatively, rental deposit and balance can be applied to a rescheduled and available date and time at no extra cost. (See our Weather Policy below<sup>1</sup>).

**Capacity:** 6 guests allowed aboard while cruising & max 4 for water sport activities.

**SAFETY AND RESPONSIBILITY**

- ALL children 13yrs and under must wear a life jacket while underway and will be solely the responsibility of parents/guardians.

1) **Boat Insurance:** Approved renters are required to purchase Boat Insurance: \$50 (paid along with rental balance fully refundable if charter is cancelled).

2) **Damage Deposit:** Fully refundable at the end of each charter after boat inspection and no insurance damage claim to be filed.....\$500.

3) **A) Watersport Rentals & Rules:** Do you intend to use watersport equipment?  
 a) **NO:** \_\_\_\_\_ (Go to # 4).  
 b) **YES:** \_\_\_\_\_ There is a \$100 fuel & maintenance fee. If a refill is needed, renter must use *Londontowne Marina*.

**B) Watersport Rental Rates:** (24 h notice required for rentals)  
 • **Skis** (1 pair kids) (1 pair adult): 1/2 Day - \$25 / Full Day - \$40  
 • **Water Tube** (inflated): 1/2 Day - \$50 / Full Day - \$90

**C) Lost / Damage:** Renter agrees to pay replacement cost for watersport equipment \_\_\_\_\_ (Initials).

4) **Total Cost of Charter:** \$ \_\_\_\_\_

<sup>1</sup> **WEATHER POLICY:** We do not have a 'cruise, rain or shine – no refund policy'. If the weather forecast is for continuous or 100% chance of rain, hurricane or thunderstorms, or the *U.S. Coast Guard* issues a small craft warning for the Chesapeake Bay, the date of cruise can be rescheduled for any un-booked time slot. If the weather forecast is simply for chance of showers or rain or scattered thunderstorms or isolated thunderstorms or chance of thunderstorms, we will discuss the best, safe, fun and cruise routes with guests prior to departure. Generally, we shelter for passing thunderstorms and stay closer to port. If the *U.S. Coast Guard* issues a 'small craft advisory' for the Chesapeake Bay, we will restrict our cruise destinations to the South River.

Initials: \_\_\_\_\_

## RESPONSIBILITY

I, 'RENTER': Name: \_\_\_\_\_, state that I have the necessary experience and education to operate the boat safely, and will fully comply with all U.S. Coast Guard, Federal and State laws and regulations regarding boat operation. I agree to assume responsibility for all the risks and liabilities of the activity, whether identified below or not.

### SAFETY & ACKNOWLEDGMENT OF RISKS

Charterer acknowledges that some, but not all, of the risks of participating in watercraft activities include:

1. Changing water flow, currents, wave action and wakes from other boats;
2. Falling while launching watercraft;
3. Collisions with any of the following: other watercraft, and manmade or natural objects;
4. Equipment failure or operator error;
5. Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature;
6. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
7. Collision, capsizing, sinking or other hazards which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
8. The presence of insects, marine life forms, and other wildlife;
9. Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; and
10. Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of an accident.

I affirm that participation in the activity is purely voluntary. I assume full responsibility for myself, those aboard and those affected by my operation of the boat for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses as a result of any accident that may occur while I participate in the activity.

Children. All children under the age of 14 in the boat must wear a life jacket at all times.

### OPERATION

I understand that the charter voyage parameters may be monitored in real time and recorded by onboard GPS device. I agree to operate the boat under acknowledged circumstances:

1. Always in water greater than 6 feet in depth, unless in immediate vicinity of dock, as indicated on GPS or NOAA nautical charts, in order to prevent grounding or damage to the hull, propeller and outdrives.
2. At never operated at more than 20 Knots.
3. At never more than 3200 rpm.
4. Obey all speed limits and posted restrictions.
5. Never tow persons by water skiing, tubing or riding in dinghies, paddleboards, tenders or other floating objects, unless explicitly agreed to by representative of *Island Chill Yacht Charters*.

I understand that violating these rules of operation will result in the forfeiture of the Damage Deposit in order to assess any damage to the vessel.

### FUEL

If tank needs to be refilled, it is at the Charterers expense and must be done prior to return of the boat.

### BOAT CONDITION

Charterer will be given information on key operation procedures for this vessel, and informed of the location of the 6 life jackets, visual distress signals, sound producing device, VHS radio, GPS, chart, docking lines (four), anchor, fuel gauge and rpm gauge. Charterer hereby recognizes that he/she has carefully examined the boat and finds it in good operating condition and suitable for the purpose for which it is leased; that other accessory equipment is in suitable and acceptable condition; that he/she agrees to maintain both boat and accessory equipment in a safe, dependable condition while in his/her custody and use.

Initials: \_\_\_\_\_

### DOCKING & BOAT RESTRICTIONS

No docking is allowed at any marina or restaurant. Guests can only anchor & cruise on the South River.

### ANCHORING

Charterer understands that the boat may be anchored according to safe operating procedures and U.S. Coast Guard rules. *Island Chill Yacht Charters* makes no guarantee of holding capabilities of the anchor in the presence of current or wind.

### TOWING OF PERSONS

In the interests of safety and enjoyment, maximum 4 persons aboard while towing. Charterer agrees not to tow persons unless expressly permitted by an *Island Chill Yacht Charters* representative. Charterer agrees to either bring their own towing equipment, or rent equipment from *Island Chill Yacht Charters*. Charterer agrees to inspect all rented equipment and attest to their safety prior to use. *Island Chill Yacht Charters* is not responsible for equipment failures after this attestation.

### BOAT LOSS / DAMAGE

Regardless of the outcome of an insurance claim, Charterer agrees that Charterer remains responsible for the full replacement value of the boat in the event of accident or mishap (\$12,000: minus value of insurance reimbursement); is solely responsible for the safety of all aboard; and is legally and financially responsible for all property and persons affected by operation of this

Initials: \_\_\_\_\_

boat for the duration of the charter. In the event of any damage or loss to the boat during the charter, Charterer agrees to be fully financial responsibility to repair or pay the replacement value of the boat. Charterer also agrees to accept full financial responsibility to any persons or property damage by operation of the boat not covered by insurance.

Initials: \_\_\_\_\_

**LATE RETURN**

There will be a \$100 per 30 min surcharge if guests arrive at dock 1/2hr after rental due time.

**PHOTO/VIDEO PERMISSION**

The crew of *Island Chill Yacht Charters* request permission to take photos and videos during your cruise, and will send you links for you to access these media memories. We also request permission to use the images in our advertising, promotion, marketing and packaging for our cruises and products, including our website. I agree that the Content may be combined with other images, text, graphics, film, audio, audio- visual works; and may be cropped, altered or modified. I consent to publication.

\_\_\_\_\_ (Initials).

**INDEMNITY**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Charterer does hereby remise, release, and forever discharge Boat Owner, Boat Owner’s agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Charterer ever had, now has, or which Charterer’s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use, misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Charterer and Boat Owner.

Charterer has read and understands all terms, risks and rules set forth above, and agrees to all terms without reservation.

**Please fill in the following information:**

Charterer Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Party Name: \_\_\_\_\_ Email: \_\_\_\_\_ . Signature: \_\_\_\_\_

Party Name: \_\_\_\_\_ Email: \_\_\_\_\_ . Signature: \_\_\_\_\_

Party Name: \_\_\_\_\_ Email: \_\_\_\_\_ . Signature: \_\_\_\_\_

Party Name: \_\_\_\_\_ Email: \_\_\_\_\_ . Signature: \_\_\_\_\_

Party Name: \_\_\_\_\_ Email: \_\_\_\_\_ . Signature: \_\_\_\_\_

Children’s Name: \_\_\_\_\_ Guardian Signature: \_\_\_\_\_

Children’s Name: \_\_\_\_\_ Guardian Signature: \_\_\_\_\_

Children’s Name: \_\_\_\_\_ Guardian Signature: \_\_\_\_\_

**How did you hear about us** (Circle): Social Media / Google / Yelp! / Referral / Other

**Payment Information:**

Credit Card #: \_\_\_\_\_

CCV: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

**I agree to the above terms & conditions:**

Charterer Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Crew: \_\_\_\_\_ Date: \_\_\_\_\_ Package: \_\_\_\_\_ Balance: \_\_\_\_\_

Notes: \_\_\_\_\_

*To Bring People Together to Create Memories,  
Strengthen Friendships & Family Connections.*

**Thank You For Choosing The Wave!**

Initials: \_\_\_\_\_