

NON-MOTORIZED WATERCRAFT RENTAL OPERATIONS ENDORSEMENT

It is warranted by **you** that at any time Personal Watercraft activities are being conducted, **you will** comply with the following operational guidelines:

1. The covered vessel is a non-motorized personal watercraft (e.g., kayak) rented to others for use as a recreational personal watercraft.
2. The covered vessel is subject to the maximum passenger capacity as designated by the manufacturer and it will be the Rental Manager's responsibility to ensure that the covered personal watercraft is maintained and equipped in a **seaworthy** condition at all times.
Seaworthy means properly constructed, suitably prepared, properly laden, sufficiently strong and competently equipped (cables, anchors, food, water, fuel, lights, etc.) to allow it to safely engage in the trade and voyage intended.
3. **You will** inspect the personal watercraft and all equipment daily, prior to the commencement of activities. **You will** maintain and keep a written log of these procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will **never** be used in activities.
4. **You will** carry out pre-launch checks ensuring (a) hull is inspected for damage (b) required safety equipment is on board. Required safety equipment includes those items required under all local, state, and federal watercraft laws.
5. Under no circumstances shall the operator, passenger or Personal Watercraft Rental Operations participant use a personal watercraft in a contest or for any racing event.
6. For inland or coastal waters, **you will not** allow the use of personal watercraft; (a) prior to sunrise, during dusk or after sunset (b) without first establishing designated operations (c) beyond these designated boundaries of operations.
7. Rental managers (administrators) and employees must be current in CPR and First Aid, possess all relevant skills and knowledge of Personal Watercraft operations, including but not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that is expected of participants.
8. Non-motorized Personal Watercraft may not be rented to any person under the age of 18 years on their last birthday, or the age as designated by law, whichever is greater
9. It will be the rental operation manager or employee's responsibility to evaluate and determine if weather conditions are favorable for NON-MOTORIZED WATERCRAFT RENTAL OPERATIONS. **You will** monitor weather forecasts, visibility, wind predictions and tides. No operator shall knowingly operate the personal watercraft in rain, fog, and sea mist or during a known lightning storm within 5 miles from the Personal Watercraft Rental Operations area.

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Authorized Signature of Insured

Date

No operator shall conduct personal watercraft activities during a small craft warning alert and / or storm frontal systems approaching within 7 miles from operating area.

10. Rental managers (administrators) and employees are required to abide by all local, state, and federal watercraft laws.
11. Under no circumstances will Personal Watercraft Rental activities take place without first informing nearby authorities in accordance with local regulations.
12. Prior to embarkation, Personal Watercraft Rental Operations participants and passengers shall be given a safety briefing before leaving the dock and before the personal watercraft activity commences. It is the responsibility of the manager to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and passengers and should include:
 - a) A description of the activity itself and a description of the things that can go wrong.
 - b) The safety precautions while underway and the procedures in the event of an unexpected emergency.
 - c) The proper use of hands signals.
 - d) Precluding any passenger or Personal Watercraft Rental Operations participant who appears to be afraid or intimidated prior launching the personal watercraft.
 - e) Each participant and passenger will wear safety equipment at all times as required by us (e.g., Personal Flotation Devices (PFD's), etc.), whether required by the state or local law or not PFD's must be United State Coast Guard approved for the type of activity. Does not apply to surfboards.
 - f) Rental contract and other documentation required of this policy must be signed and maintained on file for no less than five (5) years including, but not limited to: (a) Absolute Assumption of Risk for all damage or injury to self, passengers and all others while property is in renters possession, (b) Waivers of Liability, (c) Claim Forms, (d) Declaration of Fitness.
13. All Personal Watercraft Rental Managers or employees must be equipped at all times with a fully functional and sufficient VHF radio and / or other reliable communications; First Aid Kit, whistle, and an emergency cell phone. All personnel must be aware of this equipment and how it is operated. The site / rentals manager or designated / authorized adult employee must be present on site at all times during personal watercraft activities.
14. To have serviced and manned motorized watercraft for emergency rescue / retrieval (e.g. Jet Ski) in attendance at all times during **on premises** Personal Watercraft activities, fit for the purpose of rescuing participants and passengers.
15. You will ensure that safe **operational** guidelines and instructions are given prior to boarding the personal watercraft.

**Failure to comply with any of these warranties shall automatically void the coverage provided by this policy.
All other terms and conditions remain unaltered**

Authorized Signature of Insured

Date

Printed or Typed Name of Insured

Title

NON-MOTORIZED WATERCRAFT RENTAL PROGRAM WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of the insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

'The guidelines set forth in **your** policy, its related documents and within this form, are to be utilized for underwriting and coverage purposes only and not to be construed as the applicable 'Standards' in the industry or as 'Safety Standards' in any litigation which may arise against the insured.'

YOU WARRANT FOR ALL INSURED THAT:

- A. Each participant and/or passenger will wear safety equipment as required by **us** (e.g. Personal Flotation Devices (PFD's), etc.), whether required by the State or local law or not. PFD's must be United State Coast Guard approved for the type of activity. Does not apply to surfboards.
- B. All equipment will be inspected daily, prior to the commencement of activities. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will never be used in the activity.
- C. For non-motorized (e.g., kayak) Personal Watercraft activities, prior to embarkation, allowing a participant to go aboard the watercraft (s) or to participate in an activity, **you will** request proof of age and identification.

Non-motorized Personal Watercraft may not be rented to any person under the age of 18 years on their last birthday, or the age as designated by law, whichever is greater.

- D. Prior to embarkation, allowing a participant to go aboard the non-motorized personal watercraft (e.g., kayak), or to participate in an activity, each participant and / or passenger will be required to sign the NON-MOTORIZED WATERCRAFT RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter "Release") form provided and approved by **us**. In the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.

For non-motorized Personal Watercraft (e.g., kayak), in the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.

- E. Prior to embarkation, **you will** ensure that both the 'Release' and the 'Declaration Of Fitness' forms, provided and approved by **us**, are fully and accurately completed by each participant and / or passenger. It is a requisite for coverage hereunder that **you** will retain these forms for a minimum of 5 years and be able to produce these documents upon request by **us**.

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Authorized Signature of Insured

Date

- F. Prior to embarkation, allowing a participant to go aboard the watercraft(s) or to participate in an activity, **you will** provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the equipment, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- G. **You will not** allow any passenger(s) to (a) board the Personal Watercraft(s) when **you** know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs (b) take or consume alcohol or drugs on board the watercraft at any time.
- H. All Sections detailed in the 'Non-motorized Watercraft Rental Operations Endorsement' **will** be strictly adhered to at all times during the course of Non-motorized Watercraft Rental Operations Endorsement operations and activities conducted by **you**.
- I. You will maintain a current certificate of insurance with a minimum limit of \$1,000,000, with your business named as "Additional Insured", for each vendor or subcontractor for which you book trips or act as a broker for other activities.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorized to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organization, which has applied for Comprehensive General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate **us** to purchase the insurance offered. However, if insurance is placed, **we** acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defense under this policy.

Authorized Signature of Insured	Date
Printed or Typed Name of Insured	Title

NON-MOTORIZED WATERCRAFT RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with use of rental of Personal Watercraft and Related Activities

I, Please Print First Name, Middle Name & Last Name do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with non-motorized (e.g., kayak) and related water sport activities to which I am about to engage, including but not limited to:

- 1) changing water flow, tides, currents, wave action, and ship's wakes;
- 2) collision with any of the following:
 - a) other participants, b) the watercraft, c) other watercraft, d) man made or natural objects, e) shuttle boat;
- 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- 4) my sense of balance, physical condition, ability to operate equipment, swim and / or follow directions;
- 5) collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and / or drowning;
- 6) the presence of insects and marine life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and / or reaction time and increased risk of an accident

I specifically acknowledge that I have read, understand and agree to abide by the Non-motorized Watercraft Rental Operational instructions at all times and that I have been trained in the safe use of watersport equipment to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities to which I am about to engage.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and / or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

- 1) **To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.**

- | Owner (Company and / or Individual) | Scheduled Personal Watercraft | Scheduled Shuttle Boat (if applicable) |
|-------------------------------------|---|--|
| 2) | To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities | |
| 3) | By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. | |

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date

DECLARATION OF FITNESS TO OPERATE NON-MOTORIZED WATERCRAFT

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during operation of rental personal watercraft:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I may be unaware, by signing this form I still choose to participate in the activity with the rental property and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Non-Motorized Watercraft Rental, I will notify the Rental Operation Manager immediately and before leaving the premises.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ _____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Address of Adult Participant		_____ Phone #
S/ _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have	_____ Name of Parent or Guardian (Please Print)	_____ Date
_____ Address of Parent or Guardian		_____ Phone #
_____ Name of Minor (Please Print)		_____ Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the Rental Manager immediately before you board any vessel.

Attention of the Manager/Authorized Insured Only (Counter-sign upon full and correct completion)		
S/ _____ Counter-Signature of Authorized Insured	_____ Name of Authorized Insured (PLEASE PRINT)	_____ Date