



Cocos Boat Rentals LLC
 3054327021
 Marathon Florida Keys

RENTAL AGREEMENT

Lessor: Coco's Boat Rentals LLC
 50 Coco Plum Drive -Marathon, FL 33050

Name of the LESSEES: _____

Wife/Husband/other Operator of the vessel: _____

Cell phone 1 _____ Phone 2 _____

➔ Home Address: _____

City: _____ State: _____ Zip: _____

Email: _____

➔ Driver's Lic. Info: STATE: _____ DL#: _____ DOB: _____

Passport Number: _____ Country: _____

➔ Safety Boating Card Number: _____ State: _____

*Lessees of boat **must be born before January 1988 to rent a boat *** 21/ 35 years must have a Safety Boating Card.**

Boat Rented: _____ #FL _____

Engine HP and brand: _____ 4 strokes.

Rental Start Date: _____ Time: _____

Rental Return Date: _____ **Time Return: 4.30 PM**

Place where boat will be docked (must be a "secure" location):

➔ _____

By signing below, I agree to all terms set forth in this Agreement and Release Form and I authorize COCOS Boat Rentals LLC to charge the Credit Card listed below for all fees including but not limited to any and all COCOS Boat Rentals LLC fees, damages, losses due to damages, water assistance service due to mishandling use of rental craft, lost items, late fees, and/or fuel cost incurred with the boat rental. _____ (Initial Here)

CREDIT CARD INFORMATION FOR DAMAGE SECURITY OR/AND EXTRA FEES (*See Page 7 of contract)

C.C holder NAME (If is not the same than above): _____

C.C Info(Numbers of C.C): _____

Exp: _____ / _____ Security Code: _____ Zip Code: _____

➔ _____ AND _____

Credit card holder's signature

OR

Lessee of the Rental Craft's Signature



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RENTAL CHARGE

Rental Period: _____ (Days)
 Boat Rental Fees: \$ _____
 Subtotal: \$ _____
 7.5% Sales Taxes + 3.5%Fee: \$ _____
 Total: \$ _____
 Less Deposit Received: \$ _____
Total due: \$ _____
Cash (-2.5%) \$ _____

** It is the **responsibility of the LESSEE/operator** of the rental boat to heed all **weather advisories & small craft warnings** while the rental boat is in his/her possession to keep his/herself & family safe.

NO REFUND will be issued with regard to inclement weather, winds, non-use or Lessee/operator relinquishing boat early before the end of his/her rental agreement period.

COCOS BOAT RENTAL LLC reserves the right to cancel this rental agreement due to impending **“named” TROPICAL STORMS/HURRICANES or FEMA announced evacuations** affecting the immediate Florida Keys area and any weather that COCOS Boat Rentals LLC **considers dangerous for boating, or for docking in an unsecure location**. Rental Fees will be prorated based on the FEMA announced evacuation date and/or the number of days the rental boat was in the Lessee’s possession.

I acknowledge that I have read, understand and agree with all any terms and/or conditions set forth in this rental agreement:

 Lessee signature: _____ Balance Due:\$ _____

(Optional)+ Sea Tow Membership\$25.00

Date: ____/____/____ Total: \$ _____



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RELEASE FORM

CRAFT RENTAL AGREEMENT:

This Craft rental is made effective this day between **COCOS BOAT RENTAL LLC** (the LESSOR) and(*PRINT NAME*)



_____ (the LESSEE) and states the agreement of the parties as follows:

CRAFT SUBJECT TO RENTAL: The lessor shall rent the lessee the boat described below:

Boat Rented: _____ #FL _____

Engine: _____ Rental days: _____

Rental Start Date: _____ Time: _____

Rental Return Date: _____ Time: **4.30 PM**

Lessee acknowledges his/her responsibility for safe and proper operation of the craft and for the safety and welfare of other craft operators and persons. It is **AGREED** and **UNDERSTOOD** by **LESSEE** that the **LESSOR** shall not be held liable for any damages, inconvenience, or time lost caused by accident, breakdown or malfunction of rental craft.

LESSEE FURTHER AGREES to indemnify and hold harmless **LESSOR** from and against any and all claims for loss of or damages to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. **LESSEE** further agrees to hold the **LESSOR** harmless should loss or damage occur to the **LESSEE'S** personal property while carried in or on the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

LESSEE expressly agrees to indemnify and hold **LESSOR** harmless of, from and against all costs, damages, attorney fees and /or liability in connection with the enforcing of the foregoing rental contract by **LESSOR**, including expenses incurred in collecting or attempting to collect delinquent rent and in the event of suit by **LESSOR** to recover possession hereof. It is understood and agreed that venue of any action hereunder or this contract and any addendum shall be governed by and construed in accordance with the laws of the State of Florida in the Country of the **LESSOR**. The **LESSEE** acknowledges he/she has carefully examined the rental craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition, that he/she shall maintain both craft and equipment may be subject to inspection by the **LESSOR** during the rental period. **LESSOR** reserves the right to refuse service to anyone.

This Agreement shall be governed by the laws of **FLORIDA / UNITED STATE OF AMERICA** Any legal action relating to or arising out of this agreement against or with respect to shall be commenced exclusively in **United State of America**. Any legal action relating to or arising out of this Agreement against or with respect to any of it affiliated or related companies shall be commenced exclusively in the State of **Florida/ United State of America** that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement

INHERENT DANGER: the **LESSEE** understands and agrees that craft and their operation is an inherently dangerous activity. The **LESSEE** certifies that he/she understands the rules and regulations for the operation of crafts. The **LESSEE** further agrees not to let anyone else operate this craft without likewise instruction on the rules and regulations for safe operation of the craft.

MINIMUM AGE: the **LESSEE** shall provide photo identification (i.e.: Driver's license or Passport) showing that he/she was born before January 1988. **The LESSEE ages 21-36** may not rent a boat unless such person has in his/her possession aboard the vessel a photo identification and a **Boaters Identification Card**.

HEALTH OF LESSER: The **LESSEE** certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this craft. Furthermore, the **LESSEE** certifies that she/he is not under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period of the craft.

CARE AND OPERATION: The **LESSEE** agrees to operate the craft only in a safe and careful manner, and to obey and comply with all regulations for craft operation.



_____ (initial)



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WARRANTY: The **LESSOR** makes no warranties, expressed or implied, as to the craft rented. The **LESSEE** assumes the responsibility for the condition of the craft. In the event of malfunction, breakdown or if any defect is discovered after acceptance of the rental craft the **LESSEE will immediately report same to the LESSOR**. Continued use of it shall be entirely at the **LESSEE'S** risk and the **LESSEE assumes ALL liability of time lost, injury or damages** to all persons or property that may become involved by its continued use. **LESSOR'S** ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous **LESSEE** or any other cause beyond the **LESSOR'S** control. **LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on use.** The rules and regulations contained herein are additionally posted in the office, on the craft and/or by the grounds by the **LESSOR** are for the safety and welfare of all who use the facilities. The **LESSEE** certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family or guests will obey all the rules.

LIABILITY AND INDEMNITY: The **LESSEE** hereby agrees to bind him/himself, their heirs, personal representatives and assigns and hereby releases and discharges its owners, employees, agents and assigns from any and all claims, loss, cost, damages, expenses, actions, judgments and attorney fees which the **LESSEE** or **LESSEE'S** heirs, personal representatives or assigns may have or claims for negligence created by owners, employees, agents, and assigns including any claims for negligence created by or arising from the use, operation, handling or transportation of the craft by the **LESSEE** or anyone else during the **LESSEE'S** rental period. Further the **LESSEE** hereby agrees to defend, indemnify and hold harmless **COCOS BOAT RENTALS**, its owners, employees, agents and assigns from all claims, damages, demands, cost, losses, expenses, actions and judgments, which are created by or arise out of the **LESSEE'S** operation of the craft during the rental period. The **LESSEE** agrees to pay **ALL** claims brought by third parties resulting from the operation and/ or use of this craft during the rental period. Should any term or condition of this rental agreement be held void or unenforceable then the term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

RISK OF LOSS OR DAMAGES: The **LESSEE** assumes all risk of loss or damage to the craft or of other property, whether real or personal, of any type or nature, from cause, negligence, or any other reason, and agrees to return the craft in the condition received from the **LESSOR** with the exception of normal wear and tear. This will include any loss to the **LESSOR** due to consequential damages, including, but not limited to, loss of use, loss of profits, damage to other property caused directly or indirectly from the subject craft, and any other loss. Also, the **LESSOR** has full autonomy for decision of all repairs, parts, services or provider due to any and all damages caused for the **LESSEE**. After significant damage to the craft, the **LESSOR** has the ability to cancel the rental contract, without having to make any refund or prorate for the remaining days in the agreement, if **LESSOR** deems that the boat may suffer major damage if it continues to be used without fixing. This agreement is protected by the FLORIDA STATUTE Section 812.155 c) (3) failure to pay of the cost of repairing or replacing the property or equipment damaged, which provides: That if the value of the personal property or equipment is valued at \$300 or more, then the person commits a felony in the third degree punishable by up to 5 years in Florida State Prison and a \$5000 fine.

After the **LESSEE** certifies that he/she has examined the craft and finds it acceptable and suitable for the purpose for which rental it is rented, the **LESSEE** agrees to return this craft on or before the expiration of the rental agreement in the condition it is now. If the craft is damaged or lost, the **LESSOR** will require the **LESSEE** to pay for the repair of the equipment or part to a state of good working order and/or replace the craft with a like craft in good repair.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE OR EMAILED WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

 _____ **(Initial here)**



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LESSEE **agrees** not to use, or permit use:

- A. Of the rental craft for any unlawful purpose.
- B. Of the rental craft in a careless, negligent or unsafe manner. Any manipulation on the vessel engine or any electrical connection is forbidden. Fixing, repairs, or manipulation of any part of the engine is also forbidden.
- C. Of the rental craft while under the influence of alcohol, drugs or any narcotics.
- D. Of the rental craft to carry passengers or property for hire.
- E. Of the rental craft to carry passengers or property in excess of the rated capacity of the boat.
- F. Of the rental craft to tow or propel any other boat, barge or thing.
- G. Of the rental craft outside the area of use designated as the waters ten (10) miles from shore on the Atlantic side (Aprox.500 ft) of water and the waters ten (10) miles from the shore on the Florida Bay side, from Long Key Bridge to the end of Seven Mile Bridge. Also, rental craft operation is strictly forbidden in Delta shoals Islamorada & Islamorada Sandbar and the Marathon Humps.
- H. Of the rental craft to use it after sunset and before sunrise. (Use at night is strictly forbidden.)
- I. Of the rental craft by any other person not the signatory of this agreement or equally qualified and under his/her supervision.
- J. Of the rental craft after any damage on the propeller, skeg or/and lower unit incurred on the rental period, as well as after any significant damage to the vessel. (After damage Cocos will decide if LESSEE can keep using the VESSEL and continue with the rental agreement)
- K. Of the rental craft by connecting to or carrying any additional battery, making any wire connection to plug bilge pumps, live well pumps, GPS, or any electronic accessory on the boat that could make a short or fire in the vessel.

LESSEE'S participation of any of the above violations will result in FORFEITURE of the rental craft to the LESSOR. "The LESSEE will be responsible for payment of the FULL term of the rental agreement plus all fees and extra charges, including but not limited to any and all damages, total loss of the craft, sank engine or vessel, blown up engine, loss of items and/or fuel cost, any kind of loss of profit due to the damages, any electrical short or fire due to a clandestine wire connection on the vessel or presence of any additional battery, any engine manipulation, any water assistance due to an operator error or violation of the navigational limits, plus any extra fee as is written in this contract, e-mailed or verbally expressed by the Lessor." "This fee will be charged on the Credit Card listed in this contract, it won't be necessary for my signature to be on the receipt (slip) of the C.C for this payment; I am granting implicit consent for additional charges incurred in accordance with this contract by furnishing my signature down below and acknowledge this charge can be made up to 48 hours after contract is finished and boat is already returned."

No failure of COCOS BOAT RENTALS LLC or its employees to enforce any of the terms and conditions of this lease is or shall be considered to be a waiver of such terms or conditions in the absence of any expressed waiver.

LESSOR: COCOS BOAT RENTALS LLC

➡ LESSEE NAME: _____ DOB: _____
 WIFE/HUSBAND/OPERATOR NAME; _____

➡ **SIGN:** _____
LESSEE **WIFE/HUSBAND/OTHER OPERATOR**



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OPERATOR/EQUIPMENT CHECKLIST

I certify that I am an experienced boat operator (5 years min.) and that I have familiarized myself with nautical charts of the area in which the craft/equipment is to be used _____ (Initial) ←

I have never been cited for unsafe boat operation, nor have I had an accident upon the water, and I will be responsible for any citation incurred during the operation of the rental boat. _____ (Initial) ←

Navigation Limitations: I will not remove any equipment from Monroe County Florida, and I agree to restrict the operation of the boat rented to the following described area: The waters 10 miles from shore on the Atlantic side, the waters 10 miles from shore on the Florida Bay Side. From Long Key bridge to the end of the Seven Mile Bridge. Operation of the boat is strictly forbidden in Islamorada sandbar area and Marathon Humps. _____ (Initial) ←

Overloading the boat, water skiing, towing, operating the boat while impaired, possession of contraband, illegal activities and/or **night operation (after sunset/before sunrise)** of the rental boat are all **STRICTLY FORBIDDEN**. Upon violation of these terms the **LESSEE** will lose possession of the boat and agrees to pay for the full term of the rental agreement plus any additional charges as accrued. _____ (Initial) ←

Failure to return the rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for all the damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable as a felony in accordance with section **812.155 Florida Statutes**. I have read, understand and agree with this statement. _____ (Initial) ←

FLORIDA STATUTE 327-54: When the livery has complied with subsections 1, 2 and 3, its liability ceases and a person leasing the boat from the livery is liable for any violations of this chapter and is personally liable for any accident or injury occurring while in charge of such boat. I have read Florida Statute 327-54, I understand and agree to the charges as presented and to the terms and conditions of this rental agreement. _____ (Initial) ←

I acknowledge that **I am 100% responsible** for any violation of this agreement, and any mishandling use of the craft, and I am agreeing to assume all damage to it by my mistake, inexperience, lack of knowledge or others using the boat rental in that period, or any other negligence on my part. Additionally, I will assume the cost of any Water Assistance Service needed due to any mistake or damage caused by me or for being out of the limits of navigation. These expenses also include the loss of profit to COCOS due to the damages. I agree that I will call Cocos Boat Rentals LLC **immediately** if there is any problem or malfunction with the boat. It is **AGREED** and **UNDERSTOOD** by **LESSEE** that the **LESSOR** shall not be held liable for any inconvenience or time lost caused by breakdown or malfunction of rental craft **if is not notified immediately**. _____ (Initial) ←

I am aware of “**No Wake**” and “**Idle Speed**” (**under 6mph**) rules as well as the safe operating speeds with regard to conditions when underway and that responsibility for damage to this boat or other boats & person is my sole responsibility. All canals are “No Wake” _____ (Initial) ←

I **understand** that after signing this contract there will be **NO REFUND** for any reason with regard to **inclement or change of weather, winds, rain, small craft advisory**, non-use, or Lessee/operator relinquishing boat early before the end of his/her rental agreement period. Is my responsibility to check the weather before picking up the vessel for all my rental period. (Except for Tropical Storm or Hurricane evacuation) _____ (Initial) ←



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It is my **responsibility** as the **LESSEE/operator** of the rental boat to heed all **weather advisories & small craft warnings, storms with strong winds etc.** while the rental boat is in my possession to keep myself & family safe and avoid any damage to the vessel when it is in my possession, knowing that I am responsible for it. _____ (Initial) ←

I understand that if the **boat is not full of gas** when I bring it back, COCOS BOAT RENTALS LLC will charge my credit card on file a **\$100 refueling FEE PLUS the amount of fuel used in my rental period** (Today rate No Ethanol). For any delay on the return of the boat, COCOS BOAT RENTALS LLC will charge me **\$50 extra per any half hour late.** _____ (Initial) ←

I acknowledge receipt of BOAT, ENGINE, HULL, EQUIPMENT in acceptable and suitable for the purpose for which it is rented. I will return the same **before 4.30pm** on the final day of the rental period and **agree to return the craft in the condition received apart from normal wear and tear. If returned late, damaged, lost, sank, no fuel and/or items lost/broken/scratched, extremely dirty or with trash COCOS will charge in my Credit Card listed** in this contract the amount that is written on this agreement, or the estimate/quote given from/to COCOS BOAT RENTALS LLC for repairing or replacing damaged or lost equipment/part/spares. **LESSEE** agrees to pay COCOS all the charges _____ (Initial) ←

BOAT EQUIPMENT PRICES (IF YOU BROKE OR LOST ITEMS)

- ___ Fire extinguisher (\$40) ___ Propeller Aluminum (\$250) Stainless Steel \$500
- ___ First Aid Kit (\$35) ___ Skeg (\$200)
- ___ Flare kit (\$50) ___ Dip Net (\$10) Landing Net (\$50)
- ___ Throw cushion (\$30) ___ Seat & Cushion Damage/broke/lost (\$200 per cushion)
- ___ PFD Adult (25 each) ___ Low unit/Gearcase (\$3000 - 5000 damage Prop/Skeg/lower unit)
- ___ PFD Children (\$35 each) ___ Chain and Anchor Line Only: \$250
- ___ Fenders (\$50 each) ___ Anchor with Anchor Line and chain (\$400)
- ___ Boarding Ladder (\$150 /300) ___ Anchor only: \$150
- ___ Battery (\$250) ___ Rub Rail (side of boat) \$250 /500
- ___ Gaff/Boat Hook/brush (\$35) ___ Engine Hull (Scrape, damage, scratch, rip, broke) \$400/600
- ___ Cooler seat/extra cooler (\$100- 150) ___ GPS/TRANSDUCER (Broke/Damage/Lost) (\$400 - 2500)
- ___ VHF radio (\$180) ___ Antenna (\$150)
- ___ Fuel cap (\$50) ___ Deck boat flooring Mat / broke, ripped, holes: \$100 per piece (94 x 40 inch)
- ___ Stereo Fusion/Speakers (\$250) ___ Dive Flag (\$30) - Original Registration of the vessel: (\$50)
- ___ Bimini/Canopy (broke or damage) (\$500) ___ Boat Hull Damage (Estimated according to the dimension of the damage)
- BLOWN UP ENGINE by MISHANDLING USE OF RENTAL CRAFT OR UNDERWATER (SANK) ENGINE: \$6,000 – 15,000

A Dirty boat: trash, fish blood, chum stuck to the side of the boat, fish scales, very dirty etc. \$ 35

"I acknowledge that I have **read, understand and agree** with any and all terms and/or conditions written here, and COCOS WILL CHARGE MY CREDIT CARD listed for any of these items, parts, damages, fees etc. and my signature won't be necessary on the receipt (slip) of the credit card listed for this payment; I am agreeing with my signature down below: This charge can be made even 48 hours after contract is finished and boat is already returned."

→ **LESSEE/OPERATOR Signature:** _____ **Date:** _____



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WAIVER AND RELEASE OF LIABILITY AGREEMENT / STATE OF FLORIDA

I. DISCLAIMER: this waiver and release agreement is applicable to all renters, operators, passengers, and users of equipment provided by COCOS BOAT RENTALS LLC*(For purpose of this Waiver and release, the term "Rental Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of COCOS BOAT RENTALS LLC). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any undersigned's minor's children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that she/he fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial) ←

II. ACKNOWLEDGMENT OF RISKS: The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: **Changing water flow, tides, currents, wave action and ships' wakes; Collisions with any of the following: other participants on the watercraft, other watercrafts and manmade or natural objects; Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; Equipment failure or operator error, transportation accident; My sense of balance, physical coordination, ability to operate equipment, swim, follow directions and/or use the GPS; Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature; Heat or sun related injuries or illnesses, including sunburn, sunstrokes or dehydration, fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; slippery decks and/or steps when wet** Further, the undersigned understands that the description of these risk is not complete and that unknown or unanticipated risks may result in injury or death. _____(initial) ←

I understand that past or present medical conditions may be contraindicative to my participation in the Boat rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. _____(Initial) ←

III. EXPRESS ASSUMPTION OF RISK: The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental operation or use of the rental equipment. The undersigned assumes full responsibility for the risks of **personal injury, accidents or illness, contusions, head, neck and/or spinal injuries, animal or insect bites or attacks, shock, paralysis, drowning, and or death, and any resultant expenses from any of the foregoing risks and assumes all risk of injury, illness, damage or loss that might result, regardless of the cause, EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial) ←

IV. WAIVER/RELEASE OF LIABILITY: By the execution of this release the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company from any and all liability of any nature for any and all injury or damages arising from personal injuries sustained by undersigned or any minor children in the undersigned's custody, care, and control, as a result of any and all activities related to the rental operation, or use of equipment provided by rental company regardless of the cause. The **undersigned assumes full responsibility for any such injuries or damages which may occur and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that RENTAL COMPANY SHALL NOT BE RESPONSIBLE FOR SUCH INJURIES, DAMAGES, LOSS OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY,** whether such negligence is present at the signing of this Release or takes place in the future. This waiver and release do not apply to gross negligence or international torts by Rental Company. _____(Initial) ←

V. LIABILITY TO THIRD PARTIES: The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties including, but not limited to, operators and passengers of other watercraft and minor children in the undersigned's custody, care and control, as a result of any and all activities related to the rental operation, or use of equipment provided by Rental Company, **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial) ←

VI. ACKNOWLEDGMENT OF WAIVER AND RELEASE: The undersigned states that he/she had sufficient time to review the Waiver and Release and to ask any question(s) associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release knows the contents thereof and has signed this release as his/her own free act. The undersigned warrants that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate or use equipment from Rental Company with knowledge that signing this release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST RENTAL COMPANY FOR RENTAL'S COMPANY NEGLIGENCE.** _____(Initial) ←

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage. _____(Initial) ←

NAME ; _____ DATE : _____

SIGNATURE; _____



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CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the COCOS BOAT RENTALS LLC to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW). My/Our participation in the Boat Rental is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY **ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.** _____(initial)

I HEREBY RELEASE THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF). _____(Initial)

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE BOAT RENTAL TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH). _____(initial)

NAME: _____ DOB : _____

SIGNATURE: _____

To be completed by the Parent/Guardian of any participant under 18 years of age.

1. MINOR NAME: _____ DOB; _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____

2. MINOR NAME: _____ DOB; _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____



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3. **MINOR NAME:** _____ **DOB;** _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____

4. **MINOR NAME:** _____ **DOB;** _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____

5. **MINOR NAME:** _____ **DOB;** _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____

6. **MINOR NAME:** _____ **DOB;** _____

Address; _____

Name or Parent/Guardian name; _____

Signature; _____



Cocos Boat Rentals LLC
3054327021
Marathon Florida Keys

PLEASE READ, CHECK AND SIGN INFORMATION HOW TO PREVENT AN ACCIDENT

BY SIGNING, YOU ACKNOWLEDGE YOU ARE INFORMED, EDUCATED AND AWARE OF THE FOLLOWING SAFETY PROTOCOLS AND KNOW HOW TO PREVENT AN ACCIDENT

I Will Make Sure Passengers Have A Properly Fitted And Properly Adjusted U.S. Coast Guard-Approved Life Jacket And Know How To Put It On. _____ Under 13 years old, they must used ALL THE TIME when boat is in movement.

I will Assign One Responsible Adult To Keep Track Of The Whereabouts And Safety Of Each Child On Board. _____

I Understand When Crossing The Path Of Another Boat, I Should Yield To The Boat On My Right, (Starboard) _____

I Understand There Is The Threat Of A Collision And It Is My Responsibility To Slow Down, steer Away And/Or Stop. I Understand That When I Meet Another Boat Head-On I Should Steer To The Right (Starboard). _____

I Understand That When I Overtake A Boat I Should Pass On The Left-Side, Leave Plenty Of Room, And Yield To That Boat. If Conditions Require It, I May Pass On The Right-Side. _____

I Understand That I Must Yield (Give Way) To All Boats Under Sail. _____

I Understand That Under Federal And/Or State Law It Is A Crime To Operate A Boat While Persons Are Sitting On The Front (Bow), Sides (Gunwales), Rear (Stern), Or Swim Platform _____

Head Count Of Passengers Should Be Conducted Every Time The Boat Is Turned On, And All Passengers Should Remain Seated As The Boat Is In Motion. _____

I Will Not Operate This Boat Or Allow Anyone Else To Operate This Boat While Under The Influence Of Alcohol Or Drugs. _____

I Will Not Permit Swimming, Diving, Sliding, Or Jumping From Or Near The Boat Unless The Boat Motor Is Turned Off, The Keys Are Removed, The Swimmer Is Wearing A Life Jacket, And I Have Counted To Ten To Allow The Propeller Time To Stop Spinning. _____

I've Been Informed About The Importance Of Attaching The Engine Shut-Off Lanyard(safety kill switch), The Engine Start And Stop Procedures, Refueling And Proper Boat Anchoring Procedures Being Properly Explained _____

I Will Instruct My Passengers Never To Dive Or Jump Off Of A Moving Boat. _____

I Confirm That Rental Company Staff Have Informed Me About Local Hazards Such As Shallow Water, Submerged Objects, Currents, Local Navigation Rules And Weather Conditions. _____

I Acknowledge That Rental Company Staff Have Explained To Me The Local Laws And Regulations That Apply To Boating In This Area. I Understand Them And Will Follow Them Carefully. _____

I Understand That Five Short Blasts Of A Horn Or Whistle Signal Danger Or Need For Assistance. _____

I Understand That It Is Recommended That I Take A Safe Boating Course Approved By NASBLA Through The U.S. Coast Guard Auxiliary, United States Power Squadrons® And Individual States Which Would Help Me When I Rent Or Operate Boats. _____

I Understand This Boat Is Powerful, And That It Is Easy To Lose Control If I Go Too Fast, Turn Too Quickly, Or Encounter The Wake Of Another Boat. _____ I will make sure I secure and retie my anchor every time I throw it on the water and every time, I retrieve it back before I start driving _____



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I Understand This Boat Has No Brakes, So That Stopping Quickly May Be Difficult Or Impossible If I Am Going Too Fast. I Will Not Operate This Boat At Speeds That Are Unsafe For The Conditions, And I Will Obey No Wake Zones/Signs. _____

I Will Make Sure There Is A Lookout Other Than The Boat Operator Whenever Passengers Or Parts Of This Boat Obstruct The Operator's View And I Understand It Is Best For All Passengers To Remain Seated Whenever This Boat Is In Motion. _____

I Will Instruct My Passengers To Keep A Firm Grip On The Boat And Stay Low If They Must Move While The Boat Is In Motion And I Understand It Is Dangerous To Sit In Swiveling Casting Chairs While This Boat Is Moving At Greater Than Trolling Speed.

I Understand Falling Into Water Can Lead To Cold-Water Shock And Hypothermia Which Will Impede My Ability For Self-Rescue, Even If I Am A Good Swimmer. _____

If This Boat Is Equipped With An Engine Cut-Off Device/Safety kill Switch, I Will Use It, is mandatory. I Have Received An Operational Orientation For This Boat And Understand That A Written Manual Is On Board. _____

I Understand There Is An Awareness Zone That Includes The Front (Bow), Sides (Gun-Wales), Rear (Stern) And Swim Platform, And Extends 30 Feet Behind And Around This Boat. _____

I Will Educate All Of My Passengers On The Awareness Zone, And I Will Not Allow Anyone To Enter The Awareness Zone Unless The Boat's Motor Is Turned Off, The Keys Are Removed. _____

I Have Been Informed Of The Total Capacity Of People And Weight Of Gear For This Boat. _____ I Will Not Exceed That Limit and I Understand That Overloading This Boat Is Unsafe And Against The Law. _____

I Will Anchor Where It Is Easy For Other Boats To See This Boat (So Long As The Area Is Anchorable), I Will Anchor This Boat Only From The Front (Bow), And I Have Been Instructed On How To Use The Navigation Lights And Anchor Lights On This Boat if need it And I Will Display Them Properly When Visibility Is Poor. _____

I already know or I Have Been Instructed On What To Do In The Case Of A Person Overboard, Collision, Or Other Dangerous Situation. _____

I understand that after finish using my Dive Flag, I need to put it down. Coast Guard will ticket me if I drive vessel with a dive flag on, The same as the Dive ladder. _____ I Will Secure Fishing Gear Before Starting the Engine. _____

I understand that vessel must remain at least 100 feet away from a boat with a Dive flag up. Closer to that operators must operate at "Idle speed" out of a distance of 100 feet. _____

I will check that my Bilges Pumps are in working condition all the time. Especially on rainy days or rough weather conditions. (Even when is docking in a secure place) _____

SIGNATURE _____ **DATE** _____



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ADENDUM A



WATER ASSISTANCE SERVICE: SEA TOW INTERNATIONAL INC.

If your Rental boat breaks down for any reason caused by your mistake, damage, lack of knowledge, inexperience, or other reason like being out of the navigational limits of this agreement (10 miles offshore or 500 ft. of water, farther than Long Key Bridge or the Seven Mile Bridge) **you will be responsible for paying the cost of the Sea Tow Service or any water assistance service (fuel and service time) incurred by an operator error.** Coco’s is not liable for any damage made by Sea tow Service to our rental vessel during the service.

There are many ways to avoid A **BOAT INCIDENT** but if:

- You run aground, get stuck in a sandbar or shallow water.
- You hit something and damage your prop, skeg or/and lower unit.
- You get your prop tangled (line, rope, etc.) with any kind of trap or floating line.
- You don’t secure the anchor and wrap it around the prop or low unit.
- You get stuck in any coral formation or rock island.
- You run out of fuel in the ocean.
- You put gas in any place of the boat that is not the fuel tank (rod holders, bilge etc.).
- You drain your battery and need a jump start in the middle of the ocean.
- Mechanical breakdown or any malfunction of the vessel occurred out of navigational limits of this agreement (10 miles offshore, more than 500 ft of water or further than Long Key Bridge or the Seven Mile Bridge).
- Any kind of boat salvage due to an operator error, like sunk boat, ripped bottom, sunk engine due to an incorrect tie to the dock or don’t check your automatic and manual bilge pumps are in working condition as we give them to you etc.

FOR \$25.00 YOU CAN ADD TO THIS AGREEMENT A TEMPORARY MEMBERSHIP PRIVILEGE DISCOUNT.

Without membership: Sea Tow Service cost is **\$350 per service by hour.**

With \$25 temporary membership: Sea tow service cost is only **\$200 per service by hour.**

Mark X:

- () **YES**, I want to add the temporary Sea Tow Service to my lease.
- () **NO**, I don’t want to add this temporary Sea Tow membership
- () **I already have** a membership for Tow service with: _____



_____ **SIGNATURE HERE. - DATE:** _____