



# WAIVER AND RELEASE OF LIABILITY FORM

## REQUIRED TO READ AND SIGN PRIOR TO PARTICIPATION

There are many risks and dangers associated with boating and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death that can arise from the negligence of others, your own negligence, weather conditions, acts of God, water conditions and your own experience and abilities. For your own safety and the safety of your friends and family who may be participating in your rental activity it is important that you understand the risks and explain and manage them to every member of your party.

Renter(s)  
Full Name:

Renter(s)  
Postal Code:

### ACKNOWLEDGEMENT OF RISKS

Renter  
Initial\*

I/We acknowledge that the following lists of hazards describe some but not all of the potential risks or injuries while boating.

- Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in water, other watercraft, docks & shore walls.
- Injuries from falls, strain on joints, neck or spine from pounding of waves or collisions
- Injuries from capsizing, hypothermia, exposure to water and sun or falling in or from boat.

Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to port immediately.

### ASSUMPTION OF RISK AND RESPONSIBILITY

Renter  
Initial\*

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. We understand that at the total discretion of OkCaptain this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft. I/We understand that any film, video, photo or image of me/us while operating the rental watercraft may be used for promotional or social media purposes.

### RELEASE OF LIABILITY

Renter  
Initial\*

In consideration for the services provided by OkCaptain in the rental of a watercraft, I/We for myself and any minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that OkCaptain shall have no liability for any injury, death, or damage however caused by operation of the watercraft and I/We release and discharge OkCaptain and its insurer for any damages or injuries however caused.

Please check what applies to your experience as your experience as a boat operator:

- Expert: 100+ Hours       Average: 20+ Hours       None: Require an Operator

**I/We have read the warnings, acknowledgement of risks, assumption of risks and release of liability.**

**I/We understand that by signing this document I/We may be waiving our legal rights.**

Renter(s)  
Email:

Renter(s)  
Phone:

Driver's  
License #

PWOC  
License #

Renter(s)  
Signature: \_\_\_\_\_

Date  
Signed: