

# Capt. Mike's Sunshine Tour at The Port Hotel & Marina

1610 S.E. PARADISE CIRCLE  
CRYSTAL RIVER, FLORIDA 34429  
HOTEL 352-795-3111 / MARINA 352-795-7234

**CHILDREN 6 AND UNDER MUST WEAR PROPER FITTING LIFE JACKETS AT ALL TIMES**

Number of Adults (Children 7 and Older) \_\_\_\_\_

Number of Children (6 and Under) \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_ Today's Date: \_\_\_/\_\_\_/\_\_\_ Dates of Rental: \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State issued: \_\_\_\_\_

BOAT NUMBER: \_\_\_\_\_ FL NUMBER: \_\_\_\_\_ RENTAL TYPE: \_\_\_\_\_

**\*\* ALL RENTERS MUST BE AT LEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE \*\***

CREDIT CARD NUMBER: \_\_\_\_\_ EXPIRATION: \_\_\_/\_\_\_ SECURITY CODE: \_\_\_\_\_

EXACT NAME ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_ ZIP CODE: \_\_\_\_\_

## RENTAL OPTIONS AND FEES:

**\*\* FROM MARCH 15<sup>TH</sup> – SEPTEMBER 15<sup>TH</sup> HALF DAYS ARE ONLY AVAILABLE ON 10 PASSENGER PONTOONS ON THE DAY OF THE RENTAL AFTER 10AM WHEN \*\*  
THE BOAT HAS NOT BEEN PREVIOUSLY RESERVED.**

### PRICES BELOW ARE FOR KING'S BAY RENTAL ONLY:

**\*\*HOLIDAY PRICING WILL BE ADDED FOR HOLIDAYS\*\***

#### 10 Passenger Pontoon:

- Half Day (4 hours) \$125 + \$15 Gas + Tax
- Full Day (8:00am – 4:30pm) \$165 + \$15 Gas + Tax
- 1-2 Hours \$85 + \$15 Gas + Tax
- ADD \$20 FOR CUSHIONED SEATS**
- ADD \$40 FOR HOLIDAY PRICE**

#### 15 Passenger Pontoon:

- Half Day (4 hours) \$205 + \$15 Gas + Tax
- Full Day (8:00am – 4:30pm) \$325 + \$15 Gas + Tax
- 1-2 Hours \$115 + \$15 Gas + Tax
- ADD \$40 FOR HOLIDAY PRICE**

#### 17 Passenger Pontoon:

- Half Day (4 hours) \$205 + \$15 Gas + Tax
- Full Day (8:00am – 4:30pm) \$325 + \$15 Gas + Tax
- 1-2 Hours \$115 + \$15 Gas + Tax
- ADD \$40 FOR HOLIDAY PRICE**

#### Jon Boat (4ppl)

- First Hour \$30
- Each Additional \$20
- Fuel Charge \$10
- Canopy Included

#### Jon Boat (3ppl)

- First Hour \$20
- Each Additional \$15
- Fuel Charge \$10
- Canopy \$5

**\*\* ALL KING'S BAY RENTALS ARE SUBJECT TO ALL OF THE PARAGRAPHS THAT FOLLOW \*\***

**THE LESSEE AGREES TO RESTRICT THE USE AND OPERATION OF THE VESSEL TO THE KING'S BAY AREA (APPROXIMATELY 1 MILE DISTANCED FROM THE PORT HOTEL AND MARINA UNLESS OTHERWISE STATED IN WRITING BY THE LESSOR, OR LESSEE HAS PURCHASED SCALLOP/RIVER RENTAL AS DESCRIBED BELOW, AND AGREES THAT FAILURE TO STAY WITHIN THIS LIMIT WILL TERMINATE THE RENTAL WITH NO REFUNDS. GPS TRACKING IS ENABLED ON THE VESSEL AND VIOLATORS WILL BE CHARGED AN ADDITIONAL \$200.00 TO ALL OTHER RENTAL FEES AND PENALTIES.**

INITIAL: \_\_\_\_\_

### PRICES BELOW ARE FOR SCALLOP / RIVER RENTALS

#### 8 Passenger Pontoon:

- Scallop / River Rental (7:30am – 4:00pm) \$255 + Gas Used + Tax
- Add \$25 For Prop / Skeg Insurance
- Add \$35 For Cushioned Seats
- ADD \$40 HOLIDAY PRICE**

**Deposit:** Reservations require a deposit of \$100.00 to be charged at the time the reservation is made.

**Cancellation Policy:** Reservations cancelled inside 10 days of beginning rental date will forfeit the deposit and may be charged for the full rental for all days. For all other cancellations a cancellation fee of 20% of the deposit shall apply unless the deposit is held for a rescheduled date.

**Preauthorization:** In addition to the deposit on the beginning day of rental a preauthorization of \$350 will be performed to insure repair of any damages.

**\*\* For Office Use Only \*\***

Rental Total (Including Rental Fees, Extra Amenities, and Insurance) \$ \_\_\_\_\_

+ Gas \_\_\_\_\_ gallons at \$ \_\_\_\_\_ per gallon = \$ \_\_\_\_\_

= SUBTOTAL \$ \_\_\_\_\_

+ Tax \$ \_\_\_\_\_

= Total \$ \_\_\_\_\_

**LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT**

The remaining paragraphs apply to all rentals of any nature as described on this document.

IN CONSIDERATION OF THE AGREEMENT HEREIN, CAPT MIKE’S SUNSHINE TOUR AT PORT PARADISE (HEREIN AFTER REFERRED TO AS THE LESSOR) AGREES TO LEASE TO THE UNDERSIGNED (HEREIN AFTER REFERRED TO AS THE LESSEE) THE CRAFT AND EQUIPMENT DESCRIBED HEREIN. IN THE EVENT THE CRAFT IS NOT RETURNED AT TIME SPECIFIED HEREIN. SAID LESSEE AGREES TO PAY FOR OVERTIME AT RATE OF \$5.00 PER EACH MINUTE OVER.

INITIAL: \_\_\_\_\_

THE LESSEE CERTIFIES THAT HE/SHE TAKES FULL RESPONSIBILITY OF THE CRAFT AND EQUIPMENT AND AGREES TO NOT DEVIATE FROM THE AREA PRESCRIBED TO HE/SHE INDIVIDUALLY, AS DESIGNATED BY A MAP AND GPS (GPS IS ONLY FOR SCALLOP / RIVER RENTALS) GRANTED FOR USE DURING THE DESIGNATED RENTAL TIME. **SUCH AREAS THAT ARE OFF LIMITS ARE AREAS OUTSIDE THE MARKED CHANNEL OF THE CRYSTAL RIVER (OTHER THAN THE SCALLOP GROUNDS DESIGNATED BY THE LESSOR), SALT RIVER, SANDY HOOK, AND OZELLO.** THIS ALSO CERTIFIES THAT I (WE), THE LESSEE (S) AM/ARE EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF THE CRAFT SUCH AS THE ONE RENTED ABOVE. LESSEE AGREES SAID CRAFT WILL NOT BE OCCUPIED BY A GREATER NUMBER OF PERSONS THAN THAT WHICH IS SHOWN IN THIS RENTAL AGREEMENT. I, THE LESSEE (S) AM/ARE AWARE OF THE “NO WAKE” AREAS AND AM/ARE RESPONSIBLE FOR ANY DAMAGE CAUSED BY MY WAKE TO THIS CRAFT OR OTHER PROPERTY NOT ASSOCIATED WITH CAPT MIKE’S SUNSHINE TOUR AT PORT PARADISE. I THE LESSEE (S) WILL NOT REMOVE ANY OF MY EQUIPMENT FROM CITRUS COUNTY AND WILL OPERATE MY CRAFT WITHIN A FIFTEEN MILE LIMIT FROM PORT PARADISE MARINA, AND WITHIN FURTHER GUIDELINES THAT HAVE BEEN DESCRIBED PER SAID RENTAL (I.E. KING’S BAY RENTAL OR SCALLOP/RIVER RENTAL). I HAVE FAMILIARIZED MYSELF WITH A MAP OF THE AREA. **LESSEE SHOULD NOTE THAT A GPS TRACKING DEVICE IS INSTALLED ON THEIR RENTAL CRAFT AND IN THE CASE THAT THE LESSEE ENTERS ANY OF THE OFF-LIMIT AREAS OR DEVIATES FROM THE AREA PRESCRIBED, A PENALTY WILL BE ENFORCED OF \$200.00 IN ADDITION TO ANY OTHER FEES AND PENALTIES.** WATER SKIING, TOWING, AND/OR OPERATION AFTER SAID TIME OF RETURN (4:30PM FOR KING’S BAY RENTAL, AND 4:00PM FOR SCALLOP/RIVER RENTAL) IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

INITIAL: \_\_\_\_\_

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE THAT FOLLOWS. LESSEE ALSO AGREES TO ANY DAMAGE TO THE PROP OR SKEG IF PROP/SKEG INSURANCE IS NOT PURCHASED. THERE IS NO INSURANCE AVAILABLE FOR DAMAGES TO THE STRUCTURE OF THE BOAT, LOSS OF EQUIPMENT, THE BIMINI TOP, THE LOWER UNIT OF THE ENGINE, THE SWIM LADDER, OR THE ANCHOR; THUS ANY DAMAGE TO ANY ONE OF THESE EQUIPMENTS WILL RESULT IN THE LESSEE PAYING FULL RETAIL PRICE OF REPAIRS. EXAMPLES OF POSSIBLE COSTS FOLLOW (OTHER COSTS MAY APPLY):

**CANOPY DAMAGE \$1,100.00; PROPELLER DAMAGE \$150.00; SKEG DAMAGE \$150.00; LADDER DAMAGE \$165.00; ANCHOR DAMAGE \$165.00; LOWERUNIT DAMAGE \$1750.00; STRUCTURAL DAMAGE (BASED UPON EXTENT OF REPAIRS).**

**THE LESSEE ALSO AGREES TO PAY A \$70.00 CLEANUP FEE FOR TRASH LEFT ON THE VESSEL.**

INITIAL: \_\_\_\_\_

**I AUTHORIZE AND ALLOW CAPT MIKE SUNSHINE TOUR AT PORT PARADISE TO CHARGE MY CREDIT CARD FOR ANY DAMAGES, LOSS OF EQUIPMENT, OR TOWING.** BOAT RENTAL PRICE DOES NOT INCLUDE REFUELING, TRASH CLEANUP, OR TAX. BOAT MUST BE REFUELED AT CAPT MIKE SUNSHINE TOUR AT PORT PARADISE.

INITIAL: \_\_\_\_\_

LESSEE AGREES THAT THE VESSEL IN DISCUSSION WILL BE USED EXCLUSIVELY AS A PLEASURE BOAT FOR THE SOLE AND PROPER USE OF THE LESSEE, HIS/HER FAMILY, AND GUESTS, AND SHALL NOT TRANSPORT MERCHANDISE OR CARRY PASSANGERS FOR PAY OR ENGAGE IN TRADE, NOR IN ANY COMMERCIAL PURPOSE WHATSOEVER AS SET FORTH IN AND AFFECTED BY TITLE 46, UNITED STATES CODE. THE LESSEE FURTHER ATTESTS THAT NO VALUABLE CONSIDERATION (OTHER THAN AN EQUAL SHARING OR EXPENSES FOR PLEASURE USE) HAS BEEN PERFORMED WHILE RENTING THE VESSEL. LESSEE ALSO AGREES THAT NO PERSON OTHER THAN THE LESSEE SHALL OPERATE THE VESSEL WITHOUT THE WRITTEN PERMISSION OF THE LESSOR.

INITIAL: \_\_\_\_\_

THE LESSEE AGREES AND UNDERSTANDS THAT THE LESSOR AND ITS INSURANCE UNDERWRITERS ACCEPT NO RESPONSIBILITY FOR THE LIABILITY FOR ACCIDENTS, INJURIES OR DEATHS DUE TO OR ARISING FROM BOATING, USE OF SNORKELS, MASKS OR OTHER ALLIED EQUIPMENT SUCH AS SCUBA EQUIPMENT WHETHER OR NOT IT IS PROVIDED BY THE LESSOR OR THE LESSEE. THE LESSEE IS RESPONSIBLE FOR ALL FINES, PENALTIES, ATTORNEY FEES, AND COSTS INCURRED BY THE LESSOR IN THE EVENT THE CRAFT IS SECURED, DETAINED, OR CONFISCATED BY ANY GOVERNMENT AGENCY AS A RESULT OF THE ACTIVITIES OF THE LESSEE.

INITIAL: \_\_\_\_\_

THE LESSEE ACKNOWLEDGES HE/SHE HAS CAREFULLY EXAMINED THE CRAFT AND FINDS IT SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED, AND THAT OR OTHER ACCESSORY EQUIPMENT IS IN SUITABLE AND ACCEPTABLE CONDITION: THAT HE/SHE WILL MAINTAIN BOTH CRAFT AND EQUIPMENT IN A SAFE, DEPENDABLE CONDITION WHILE HE/SHE HAS CUSTODY.

INITIAL: \_\_\_\_\_

LESSEE AGREES NOT TO USE, NOR PERMIT THE USE:

- A. OF THE RENTAL CRAFT FOR ANY UNLAWFUL PURPOSE;
- B. OF THE RENTAL CRAFT IN A CARELESS OR NEGLIGENT MANNER;
- C. OF THE RENTAL CRAFT WHILE UNDER THE INFLUENCE OF LIQUOR OR NARCOTICS; OR ANY OTHER DRUGS
- D. BY ANY OTHER PERSON NOT THE SIGNATORY OF THE AGREEMENT, OR NOT EQUALLY QUALIFIED.
- E. OF THE RENTAL CRAFT AFTER 4:30PM.

INITIAL: \_\_\_\_\_

LESSEE ACKNOWLEDGES HIS/HER RESPONSIBILITY FOR THE SAFE AND PROPER OPERATION OF THE CRAFT; AND FOR THE SAFETY AND WELFARE OF OTHER BOATERS, PERSONS, AND PASSENGERS. IT IS AGREED AND UNDERSTOOD BY LESSEE THAT THE LESSOR SHALL NOT BE HELD LIABLE FOR DAMAGES, INCONVENIENCE OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE RENTAL CRAFT. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR AND ITS AGENTS, AFFILIATES AND PERSONNEL FROM, AND AGAINST ANY AND ALL CLAIMS FOR LOSS OF OR DAMAGE 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 DAMAGES OCCUR TO ANY LESSEE’S PERSONAL PROPERTY WHILE CARRIED IN, OR ON, THE RENTAL CRAFT, INCLUDING LOSS OR DAMAGE BY FIRE, WATER, THEFT OR ANY OTHER CAUSES WHATSOEVER.

INITIAL: \_\_\_\_\_

LESSEE EXPRESSLY AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS AGENTS, AFFILIATES AND PERSONNEL, HARMLESS OF, FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGES, ATTORNEY FEE AND/OR LIABILITY IN CONNECTION WITH THE ENFORCING OF THE FORGOING RENTAL CONTRACT BY LESSOR, INCLUDING EXPENSE INCURRED IN CONNECTION WITH ATTEMPTING TO COLLECT DELINQUENT RENT AND IN THE EVENT OF SUIT BY LESSOR, TO RECOVER POSSESSION OF SAID RENTAL PROPERTY AND/OR TO ENFORCE ANY TERMS, CONDITIONS AND/OR PROVISIONS HEREOF. IT IS UNDERSTOOD AND AGREED THAT VENUE AND ANY ACTION HEREUNDER SHALL BE IN THE COUNTY OF LESSOR. 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 LESSOR’S CONTROL.

INITIAL: \_\_\_\_\_

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used. LESSEE UNDERSTANDS THAT THERE IS NO REFUND IF LESSOR DOES NOT CANCEL THE RENTAL AGREEMENT REGARDLESS OF CIRCUMSTANCES, LIABILITY, HOLD HARMLESS AND INDEMNITY. LESSEE UNDERSTANDS PURSUANT FLORIDA STATUTE 327.54 THAT THE LESSOR'S LIABILITY CEASES WHEN AND DURING THE TIME THAT THE LESSEE IS IN POSSESSION OF THE CRAFT; THE LESSEE IS LIABLE FOR ANY VIOLATIONS OF THE LESSEE AND IS PERSONALLY LIABLE FOR ANY ACCIDENT OR INJURY OCCURRING WHILE IN CHARGE OF SUCH VESSEL. THE LESSEE, BY SIGNING THIS AGREEMENT EXPRESSIVELY WAIVES, DISCHARGES, INDEMNIFIES, HOLDS HARMLESS AND COVENANTS NOT TO SUE AND RELEASE THE LESSOR, CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE AND ITS RESPECTIVE PROPERTY RESULTING IN DEATH, HOWEVER RESULTING OR CAUSE WHETHER CAUSED BY THE NEGLIGENCE OF RELEASE OR OTHERWISE.

INITIAL: \_\_\_\_\_

THE RULES AND REGULATIONS CONTAINED HEREIN AND AS TO THE LESSEE 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 THAT HIS/HER FAMILY AND OR GUEST (S) WILL OBEY THE RULES.

INITIAL: \_\_\_\_\_

SHOULD ANY TERM OR CONDITION OF RENTAL AGREEMENT BE HELD VOID OR UNENFORCEABLE, THEN THAT TERM SHALL BE DEEMED SEVERED FROM THIS AGREEMENT AND THE UNENFORCEABLE, AND THE ENFORCEABILITY AND THE REMAINDER SHALL NOT BE AFFECTED AND WILL REMAIN IN FULL FORCE AND EFFECT.

INITIAL: \_\_\_\_\_

WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA

DISCLAIMER – THIS WAIVER AND RELEASE AGREEMENT IS APPLICABLE TO ALL RENTERS, OPERATORS, PASSENGERS, AND USERS OF EQUIPMENT PROVIDED BY CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE, LLC. \*(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM "CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE" INCLUDES ALL PRINCIPLES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE, LLC.). IF ANY OTHER RENTAL AGREEMENT IS SUPPLEMENTED WITH THIS RELEASE, THE PROVISIONS OF THIS RELEASE WILL PREVAIL OVER ANY CLAUSES IN THE RENTAL AGREEMENT THAT IS INCONSISTENT WITH THIS RELEASE. THE UNDERSIGNED AGREES THAT HE/SHE IS ALSO SIGNING THIS RELEASE ON BEHALF OF UNDERSIGNED'S MINOR CHILDREN.

RENTER AGREES THAT HE/SHE WILL DISCLOSE TO CAPT MIKE'S SUNSHINE TOUR, LLC. ALL POTENTIAL OPERATORS, PASSENGERS, AND USERS OF SAID RENTAL EQUIPMENT. RENTER FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE 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 CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE, LLC.

INITIAL: \_\_\_\_\_

II. ACKNOWLEDGEMENT OF RISKS – THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT SOME, BUT NOT ALL OF THE RISKS OF PARTICIPATING IN WATERSPORT ACTIVITIES INCLUDE: 1) CHANGING WATER FLOW, TIDES, CURRENTS, WAVE ACTION AND SHIPS' WAKES; 2) COLLISIONS WITH ANY OF THE FOLLOWING: OTHER PARTICIPANTS, THE WATERCRAFT, OTHER WATERCRAFT, AND MANMADE OR NATURAL OBJECTS; 3) COLLISION, CAPSIZING, SINKING OR OTHER HAZARD WHICH RESULTS IN WETNESS, INJURY, EXPOSE TO THE ELEMENTS, HYPOTHERMIA, DROWNING AND/OR DEATH; 4) ATTACK BY OR ENCOUNTER WITH INSECTS AND MARINE LIFE FORMS, INCLUDING, BUT NOT LIMITED TO SHARKS, JELLY-FISH, AND/OR STING RAYS; 5) EQUIPMENT FAILURE OR OPERATOR ERROR; 6) MY SENSE OF BALANCE, PHYSICAL COORDINATION, ABILITY TO OPERATE EQUIPMENT, SWIM AND/OR FOLLOW DIRECTIONS; 7) WIND, INCLEMENT WEATHER, LIGHTNING, VARIANCES AND EXTREMES OF WIND, WEATHER, AND TEMPERATURE, 9) HEAT OR SUN RELATED INJURIES OR ILLNESSES, INCLUDING SUNBURN, SUNSTROKE OR DEHYDRATION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH.

INITIAL: \_\_\_\_\_

III. EXPRESS ASSUMPTION OF RISK- THE UNDERSIGNED HERBY AGREES THAT HE/SHE IS RENTING, OPERATING OR USING THE EQUIPMENT PROVIDED BY CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE, LLC. 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, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES AND/OR LIGAMENTS; FRACTURE OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS, AND/OR CONTUSIONS; HEAD, NECK, AND/OR SPINAL INJURIES; ANIMAL OR INSECT BITE OR ATTACK; SHOCK, PARALYSIS, DROWNING, AND/OR DEATH; AND ANY RESULTANT EXPENSES FROM ANY OF THE FOREGOING RISKS AND ASSUMES ALL RISK INJURY, ILLNESS, DAMAGE OR LOSS THAT MIGHT RESULT, REGARDLESS OF THE CAUSE, EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE, LLC.

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

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT, I HAVE WATCHED THE VIDEO PROVIDED BY CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE (UNLESS PARTICIPATING IN A SCALLOP/RIVER RENTAL), AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON PAGES OF THIS AGREEMENT; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: CAPT MIKE'S SUNSHINE TOUR AT PORT PARADISE MARINA, by: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE (PRINT): \_\_\_\_\_ LESSEE (SIGN): \_\_\_\_\_ DATE: \_\_\_\_\_