

This rental equipment agreement and waiver ("Agreement") is made between **Glass Bottom Tours, LLC** ("Lessor") and the undersigned individual ("Renter"). This Agreement also constitutes a **Waiver and Release of Liability**, whereby the Renter agrees to release, discharge, hold harmless, defend, and indemnify **Glass Bottom Tours, LLC, its owners, agents, officers, and employees** from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise, arising from Renter's use of the equipment, including but not limited to tandem kayaks.

## Acknowledgment of Release

By signing this document, Renter acknowledges and understands that:

- **I, the Renter, am releasing, discharging, and waiving any present or future claims** against Glass Bottom Tours, LLC, and its owners, agents, officers, and employees for any negligent acts, omissions, or other conduct.
- Renter shall comply with **all instructions from tour guides** and abide by all **state, federal, and local boating regulations, laws, and ordinances**, as well as lawful directives from emergency or law enforcement personnel while renting equipment.
- Renter is **solely responsible** for any citations, violations, penalties, or fees incurred while using the rental equipment.
- Renter represents that they are **capable of safely operating and handling the equipment** and that they find it in good working condition upon rental.
- Renter affirms they are **not under the influence of drugs or alcohol** while operating the equipment.
- Renter confirms that they are **physically fit, possess adequate skills, and have sufficient knowledge and experience** to safely operate the rental equipment.
- Renter has **watched the paddle tutorial** provided by Glass Bottom Tours, LLC.

## Assumption of Risk and Responsibility

- Renter assumes all risks related to the use of the rental equipment and understands that **kayaking is an inherently risky activity** that can result in serious injury or death.
- Renter understands that wearing **USCG-approved life jackets (PFDs)** while using the equipment **does not eliminate all risks of injury**.
- **Life jackets are mandatory** for all kayak tours and rentals. Renters must wear them at all times. **Children are required to wear life jackets at all times as per Florida law.**
- Renter agrees to use the equipment **only for its intended purpose** and in a safe manner.
- Renter shall assume **full responsibility for any damage, loss, or theft** of the rental equipment, including vandalism or theft, and shall compensate Lessor for **the full cost of repair or replacement**.
- Renter shall return all equipment in the **same condition in which it was received**. If the equipment is excessively dirty (e.g., covered in mud, sand, or debris), a **cleaning fee of up to \$10** may be charged at the Lessor's discretion.

## Photography & Media Release

- Renter acknowledges that **photos and videos may be taken during tours, including drone footage**, which may be used for promotional purposes on websites, social media, or advertisements.
- **Renters who do not wish to be photographed must inform the tour guide before the tour begins.**

## Release of Liability & Indemnification

Renter hereby releases, **defends, indemnifies, and holds harmless** Glass Bottom Tours, LLC, its owners, officers, agents, and employees from **any liability for negligence** and agrees not to hold Lessor responsible for any **loss, expense, or legal costs** (including attorney fees) arising from any damages or injuries related to the rental equipment.

This Agreement constitutes the **entire agreement** between Lessor and Renter. **No modifications, oral or written, are valid unless signed by both parties.** Lessor makes no warranties, express or implied, beyond what is stated herein.

**The laws of the State of Florida shall govern this Agreement.**

**NON-COMPLIANCE WITH THIS AGREEMENT MAY RESULT IN EARLY TERMINATION OF THE TOUR OR RENTAL.**

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## Acknowledgment & Signature

I, \_\_\_\_\_, have read and understand the above terms.

*(If you have children under 18 attending, please list their names below:)*

I, \_\_\_\_\_, as the legal guardian, give approval for the minor(s) named below to participate:

By signing below, I acknowledge and agree to all terms and conditions above.

**Renter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Emergency Contact Information

**In case of emergency, please contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Emergency Contact Address:** \_\_\_\_\_

**Tour Guide Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Florida Fish and Wildlife Conservation Commission

## Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation

(Human Powered)

Instructions: Check each box on the left to indicate you received instruction. Enter N/A if topic is not applicable.

	<b>Operator responsibility:</b> Operator is responsible for the safe and proper operation of the vessel; Avoid careless, reckless and negligent operation of vessels; Effects of alcohol, controlled substances and stressors
	<b>Navigation rules:</b> Maintain a proper lookout; keep a safe distance from other vessels and objects; operate at a safe speed for the conditions, location and environment; operate in a defensive manner; requirements to give way to other vessels; and vessel right of way
	<b>Aids to navigation; buoys and other waterways markers</b>
	<b>Special waterway hazards:</b> Discuss operation within 300 feet of emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag.
	<b>Awareness of changes to weather or water conditions and proper responses to those changes</b>
	<b>Characteristics of vessels (steering, stopping, propulsion, etc.):</b> Discuss in general as well as for the specific vessel being leased or rented
	<b>Location and content of manufacturer warning labels</b>
	<b>Location of and proper use of safety equipment</b>
	<b>Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations</b>
	<b>Problems seeing other vessels and being seen by them</b>
	<b>Dangers of reckless operations, such as wake surfing and jumping</b>
	<b>Boating safety identification cards, age and engine requirements:</b> Discuss any applicable boating safety education requirements
	<b>Photographic identification</b>
	<b>Boating accidents:</b> Causes and prevention of accidents; legal requirements: remain on-scene, render assistance, report incident to authorities
	<b>Florida divers-down warning device requirements</b>
	<b>Noise, nuisances and other environmental concerns</b>
	<b>Manatee awareness (if applicable to location)</b>
	<b>Ecosystem awareness based on local issues</b>
	<b>Specific operational characteristics of the vessel being leased or rented</b>
	<b>Local characteristics of the waterway where the leased or rented vessel is intended to be operated, to include:</b> Navigational hazards; boating restricted areas; water depths



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Instructions: Check each box on the left to indicate you received instruction. Enter N/A if topic is not applicable.

### Paddlecraft

	Requirements for operating paddlecraft within the marked channel of the Intracoastal Waterway
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### Offsite or Extended Period Use

	<b>Instruction on care and maintenance of the leased or rented vessel:</b> Trailering and transporting; float plans; how and when to complete a float plan; specific local hazards such as bodies of water, weather, dams, cold water, commercial vessel traffic
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### Livery Instructor Name and Signature

I hereby acknowledge I have provided the required pre-rental and pre-ride instruction on each acknowledged component listed above.

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Print Livery Instructor Name

Livery Instructor Signature

Date

### Renter Name and Signature

I hereby acknowledge I have received the required pre-rental and pre-ride instruction on each acknowledged component listed above, and I understand the rules and information provided in this orientation.

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Print Renter Name

Renter Signature

Date