

Rules and Safety Regulations

1. By renting this vessel, you acknowledge that boating poses various hazards, which can cause serious injury, death, or property damage. At all times: 1) You must remain aware of weather, visibility, tides, current, wind, and other factors which may affect your ability to navigate the vessel safely. 2) You must adhere to all applicable nautical "rules of the road." 3) You must take reasonable measures to avoid risk of collision with other vessels, docks, buoys/swimmers, or other objects or things, whether fixed or floating. 4) You must give the right of way to all vessels under sail.
2. You acknowledge that in addition to the normal hazards associated with boating, Newport Harbor poses its own hazards. You must pay careful attention to boats coming in and out of side channels or slips, shallow water, floating debris, mooring lines and large vessels that may be restricted in their ability to maneuver or see you.
3. As the operator of the vessel, you are the "Captain." As Captain, you accept responsibility if you surrender operation of the vessel to other passengers on board. You are fully responsible for assuring that you and your passengers adhere to all safety rules. By state law, all children under twelve years of age must wear a lifejacket at all times while on board the vessel.
4. Beaching the vessel, swimming, or fishing from the vessel is prohibited. No pets are allowed onboard at any time. Further, you must operate the vessel in Newport Bay only. You may not operate the vessel in the upper Back Bay of Newport Harbor or take the vessel out in the open ocean. If you have any questions about these navigation restrictions, you must ask the OC Boat Rentals representative prior to using the vessel.
5. Operating the vessel under the influence of alcohol (.08% and over) or other drugs is strictly prohibited.

Waiver and Hold Harmless Agreement

I, the undersigned, and my passengers (co-renters) shall defend, indemnify and hold harmless OC Boat Rentals and its officers, employees, landlords, lessors, or owners from and against any damage, loss, theft or destruction of any equipment or property, and against all accidents and losses, liability and property or personal damages, injuries, claims, demands actions, causes, litigation or lawsuits, costs and expenses of every kind and nature whether or not covered by insurance, including legal fees and disbursements, arising out of and in connection with the use or operation of the rental boat. RENTER ASSUMES ALL RESPONSIBILITY.

I have carefully read the forgoing agreement and understand the contents thereof.

Signature: _____ Date: _____

