



## Florida Fish and Wildlife Conservation Commission Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation

Initials in each block

Renter	Instructor	<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
Renter	Instructor	<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>OPERATE AT 4,000 RPM</b>
Renter	Instructor	<b>Aids to navigation; buoys and other waterways markers</b>
Renter	Instructor	<b>Special Waterway Hazards:</b> Operate at slow speed minimum wake when within 300 feet of emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag
Renter	Instructor	<b>Awareness of changes to weather or water conditions and proper responses to those changes</b>
Renter	Instructor	<b>Requirements for operating a vessel while a person is waterskiing or participating in similar activities identified in s. 327.37, F.S., if applicable.</b> <b>"FORBIDDEN"</b>
Renter	Instructor	<b>Propulsion, steering and stopping characteristics of vessels:</b> Discuss in general and as to the specific vessel being leased or rented
Renter	Instructor	<b>Location and content of manufacturer warning labels</b>
Renter	Instructor	<b>Location of and proper use of safety equipment</b> <b>THROW CUSHION, FIRE EXTINGUISHER, LIFES + SAFETY FLAGS</b>
Renter	Instructor	<b>Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations</b>
Renter	Instructor	<b>Problems seeing other vessels and being seen by them</b>
Renter	Instructor	<b>The dangers of wake or surf jumping and other reckless operations.</b> <b>NOT APPLICABLE BUT BE AWARE</b>
Renter	Instructor	<b>Boating safety identification cards, age and engine requirements</b>
Renter	Instructor	<b>Photographic identification</b> <b>DRIVERS LICENSE MUST BE PRESENT FOR COPY/PHOTO</b>
Renter	Instructor	<b>Boating Accidents:</b> Causes and prevention of accidents; Legal requirements: remain on-scene, render assistance, report incident to authorities





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Renter	Instructor	<b>Florida divers-down warning device requirements</b> <i>+ SWIMMERS FLAG</i>
Renter	Instructor	<b>Noise, nuisances and other environmental concerns</b> <i>"PACK IT IN PACK IT OUT"</i>
Renter	Instructor	<b>Manatee awareness (if applicable to location)</b>
Renter	Instructor	<b>Ecosystem awareness based on local issues</b>
Renter	Instructor	<b>Specific operational characteristics of the vessel being leased or rented</b>
Renter	Instructor	<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
		<b>Personal Watercraft</b>
Renter	Instructor	<b>Specific personal watercraft (PWC) safety requirements:</b> Required to wear PFD; Required use of kill switch lanyard; Location of sound producing device and fire extinguisher; Minimum age to legally operate; Lawful hours of operation
		<b>Paddlecraft</b>
Renter	Instructor	Requirements for operating paddlecraft within the marked channel of the intracoastal waterway <i>NOT APPLICABLE BUT BE AWARE</i>
		<b>Off-Site or extended period use</b>
Renter	Instructor	<b>Instruction on care and maintenance of the leased or rented vessel:</b> Fueling and ventilation; Trailering and transporting; Float plans; how and when to complete a float plan; Specific local hazards, e.g.: bodies of water, weather, dams, cold water, commercial vessel traffic
Renter	Instructor	<b>Conducted an on-the-water demonstration and check ride to verify the prospective operator's ability to safely operate the vessel to be leased or rented</b>
		I hereby acknowledge I have provided the required pre-rental and pre-ride instruction as specifically acknowledged above.
Date:	<i>Name of Livery Instructor and signature</i>	
		I hereby acknowledge I have received the required pre-rental and pre-ride instruction as specifically acknowledged above, and I understand the rules and information provided in this orientation.
Date:	<i>Name of Renter and signature</i>	



### Float Plan:

Emergency Phone number: \_\_\_\_\_

This phone must remain on and monitored until boat has returned to the Dock

Time of day the boat is required back: \_\_\_\_\_

If late, we are required to contact local law enforcement to initiate a search. We reserve the option for late charge/s on any costs incurred.

Maximum number of persons on this vessel \_\_\_\_\_

Adult Male: \_\_\_\_\_ Adult Female \_\_\_\_\_ Children: \_\_\_\_\_

When leaving **Green Channel** marker on the \_\_\_\_\_

When Leaving **Red Channel** marker on the \_\_\_\_\_

Do not start the boat until all passengers are in the boat and sitting down and then make certain no persons are behind the boat for minimum of 20 feet

No "**Bow Riding**" stay in gated area when boat is moving. Keep all persons, anchor, lines and pets inside as well. No diving, swinging, sliding or jumping from the boats.

Guest will be charged replacement cost for damage or lost items, as well as all costs related to any accident or issues incurred after the agreed return time.

Captain's Initial: \_\_\_\_\_



**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND  
LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the charter provided by Hideaway Pontoon Rentals, LLC DBA: Hideaway Marina for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of insects and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks when wet.

I specifically acknowledge I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, and I am physically/mentally able to participate in the charter which I am about to engage.

I attest that while the vessel is underway, the vessel is under command of a competent person who holds all the appropriate qualifications required by any applicable regulations or has two (2) years or more of experience operating vessels of similar type and size (within 10 feet).

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the charter 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 charter 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.

I HEREBY RELEASE CDZ PROPERTIES, LLC DBA: HIDEAWAY MARINA, 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, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY 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).

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 operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND IDEMNIFY 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).

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