



**PONTOON
LICENSE AGREEMENT**
(Between Eisenhower Yacht Club and Licensee)
Deposit \$500

Date: _____

BOAT #: _____

Time Out: _____ Time In: _____

Name:	Address:
City, State, Zip:	Driver's License # and State:
Auto License Plate and State:	Auto Color/Year/Make/Model:

The following individuals (whether one or more) (each a "LICENSEE") hereby certify that they, and all other users of the watercraft along with LICENSEE, have received safety and operation training from EISENHOWER YACHT CLUB ("LICENSOR") and are hereby the only authorized operators of the licensed watercraft. Each individual over 18 years of age must sign below and shall be designated a LICENSEE for all purposes hereunder, regardless of whether such person operates the licensed watercraft.

Print Name	Signature	Date of Birth	Phone #
	X		
	X		
	X		
	X		

Read both sides of this Pontoon License Agreement (this "agreement") before signing. In consideration of the agreement herein, LICENSOR does hereby license to LICENSEE the watercraft and equipment described herein. LICENSEE agrees said watercraft will not be occupied by a greater number of persons than specified by LICENSOR'S authorized personnel. In the event the watercraft is not returned at time specified herein, said LICENSEE agrees to pay for overtime at the rate on this agreement and posted in the office.

LICENSEE certifies:	Initial
A) That if LICENSEE is to operate the licensed watercraft, he/she is at least 25 years old.	
B) That he/she has examined the watercraft and equipment and finds it acceptable and suitable for the purpose for which it is licensed.	
C) That only those individuals listed above and who have executed this agreement as LICENSEE will operate the licensed watercraft.	
D) That LICENSOR has provided all users of the licensed watercraft, including its authorized operators, with safety and operational instructions.	
E) That LICENSOR has provided printed material explaining the applicable state and local boating rules and regulations, the operational characteristics, the environmental effects, and the common courtesies of operating licensed watercraft, generally, and that applicable to the Permitted Use Area (as defined below).	
F) That LICENSOR shall assume any and liability for any non-LICENSEE user or occupant of the licensed watercraft and the compliance by such person(s) to the terms and conditions of this instrument.	
G) That all authorized operators are capable in all aspects of the handling and operation of the licensed watercraft and will operate in accordance with all safety rules and regulations, and further certifies that all authorized operators have read and understood said rules and regulations: LICENSEE agrees to limit the operation of the watercraft to the waters of Lake Texoma (the "Permitted Use Area") and only between sunrise and sunset. LICENSEE agrees to immediately report any accident, malfunction or breakdown on licensed watercraft to LICENSOR immediately in accordance with paragraph six (6) on the reverse side. I (we) have read both front and back of the agreement and fully understand the terms and conditions as set forth on both sides; that I (we) acknowledge receipt of this agreement.	

LICENSEE Initials ____

LICENSEE:

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

LICENSEE Initials ____

License Fee: _____

Fuel: _____

Oil: _____

Sales Tax: _____

Loss/Damage: _____

TOTAL: _____

I APPROVE ALL CHARGES

Signature: _____ Date: _____

Damage Check List

Description:	Check-Out:	Check-In:	Comments:

I understand that any damages incurred while using boats from "Eisenhower Yacht Club" will be paid for with the security deposit. If damages should happen to exceed the \$500.00 deposit, LICENSEE will be responsible for the repair of and payment for any and all such damage.

LICENSEE:

Name: _____
Signature: _____

Name: _____
Signature: _____

Name: _____
Signature: _____

Name: _____
Signature: _____

The license granted pursuant to this agreement (the "License") on the reverse side hereof is subject to the following additional terms and conditions.

I, LICENSEE, further agree (continued from the other side of the agreement):

1. That he/she has carefully examined the watercraft and finds it suitable for the purpose for which it was licensed and that other accessory equipment is in the suitable and acceptable condition and accepts same in an AS IS, WHERE IS and WITH ALL FAULTS condition; and that he/she will maintain both watercraft and equipment in a safe, dependable condition while in his/her custody.
2. LICENSEE shall not use, and shall be responsible for ensuring that any and all other users or other occupants of the licensed watercraft, do not use foul or offensive language or behave in a manner that is unbecoming of users of the marina in which the licensed watercraft operates out of.
3. Cash bond deposit (as provided in the statement of charges) shall be retained by LICENSOR as partial compensation for failing to return said watercraft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the license fees or charges upon return of the watercraft by LICENSEE. Retention of the cash bond deposit shall be in addition to, and not to the exclusion of, any other remedies LICENSOR may have at law.
4. LICENSEE agrees not to use, nor permit to use of the licensed watercraft -
 - a. for any unlawful purpose and in no area outside the Permitted Use Area;
 - b. in a careless, reckless, or negligent manner (as defined below);
 - c. while under the influence of alcohol and/or narcotics; and
 - d. by any person who is not an authorized operator under this agreement.

Operating the licensed watercraft in a "careless, reckless, or negligent manner" shall include but not be limited to:

- a. Weaving through congested traffic;
 - b. Jumping the wake of another vessel unreasonably or unnecessarily close to such other vessel or when visibility around other vessel is obstructed or restricted;
 - c. Becoming airborne or completely leaving the water while crossing the wake of another vessel within 100 feet of the vessel creating the wake;
 - d. Operating at greater than slow/no wake speed within 100 feet of an anchored or moored vessel, shoreline, dock, pier, swim float marked swim area, swimmers, surfers, persons engaged in angling, or any manually powered vessel; or
 - e. Operating contrary to navigation rules and regulations, including, by way of example only, following too closely (as defined below) to another vessel, including another watercraft. For purposes of this agreement, "following too closely" shall be construed as proceeding in the same direction and operating at a speed in excess of 10 mph within 100 feet to the rear or 50 feet to the side of another vessel which is underway, unless said vessel(s) is operating in a narrow channel, in which case watercraft may operate at the speed and flow of the other vessel traffic within the channel.
5. LICENSEE acknowledges his/her responsibility for safe and proper operation of the watercraft, and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LICENSEE that LICENSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the watercraft. LICENSEE FURTHER AGREES to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** LICENSOR from, and against any and all claims for loss or damage to any property or injury to any persons

LICENSEE Initials ____

(including death) resulting through use, non-use, operation or possession of said licensed watercraft, including that arising from the actual or alleged negligence, gross negligence or strict liability of other fault of LICENSOR or any other occupants or users of the licensed watercraft and/or that arising in strict liability. LICENSEE further agrees to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** LICENSOR and each of its principals directors, officers, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is introduced (each an "owner") and their insurers, if any (collectively, "LICENSOR PARTIES") should loss or damage occurs to any of LICENSEE's personal property while carried in, or on, the licensed watercraft, or otherwise left in any portion of LICENSOR's property, including loss or damage caused by fire, water, theft, or any other cause, whatsoever.

6. LICENSEE expressly agrees to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** LICENSOR and the other LICENSOR PARTIES of, from and against any and all losses, costs, expenses, damages, attorneys' fees and/or other liabilities in connection with the enforcing of the foregoing license contract by LICENSOR, including costs, expenses, damages, attorneys' fees and/or other liabilities incurred in the collection or attempting to collect delinquent license fees and in the event of suit by LICENSOR to recover possession of said licensed property and/or to enforce any of the terms, conditions, and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in county in which LICENSOR operates.
7. In the event of malfunction, breakdown, or if defect is discovered after acceptance of the licensed watercraft, LICENSEE will immediately report same to LICENSOR. Continued use of the licensed watercraft after the discovery of any such malfunction, any breakdown or the discovery of any defect shall be entirely at LICENSEE's risk, and thus LICENSEE shall thereafter assume any and all liabilities of injury and damage to all persons and property (including the licensed watercraft) that may become involved by the licensed watercraft's continued use. LICENSOR shall be responsible for reasonable towing charges unless it has been determined that the towing is necessitated by the recklessness or ignorance of LICENSEE or any other user of occupant of the licensed watercraft or failure to report by LICENSEE of any of the matters provided for above.
8. LICENSOR's ability to provide a licensed watercraft, if reserved, is contingent upon and subject to the return of the unit by the previous licensee, or any other cause beyond LICENSOR's control. As such, LICENSOR assumes no liability if such watercraft is not timely made available for LICENSEE's use. LICENSOR agrees to use commercially reasonable efforts to find a suitable alternate watercraft to extent same is available for use, and by signing this agreement, LICENSEE agrees to either (a) accept such alternate watercraft pursuant to the same terms and conditions of this agreement (except changes to be made to the watercraft information set forth on the first page of this agreement) or (b) terminate this agreement, in which case LICENSOR shall return to LICENSEE any fees paid upfront to reserve the initial watercraft (and LICENSOR shall not be responsible for any other fees or damages to LICENSEE).
9. LICENSOR, in its sole, but reasonable discretion, reserves the right to cancel this agreement due to inclement and impending bad weather. License fees will be based on the time used.
10. The rules and regulations contained herein and as posted in the office of LICENSOR, on the watercraft, and/or the grounds by LICENSOR are for the safety and welfare of all who use the facilities, including LICENSEE. LICENSEE hereby certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
11. Should any term or condition of this agreement be held void, illegal or unenforceable, then the void, illegal or unenforceable term or condition shall be deemed severed from this agreement, and the legality enforceability of the remainder of this agreement shall not be affected and will remain in full force and effect.
12. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LICENSEE AND LICENSOR AS TO THE MATTERS PROVIDED FOR HEREIN, AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT. BY ITS EXECUTION BELOW, LICENSEE AGREES TO ACCEPT THE LICENSED WATERCRAFT IN ITS "AS IS", WHERE IS AND WITH ALL FAULTS CONDITION, AND LICENSOR MAKES NO WARRANTIES AS TO THE LICENSED WATERCRAFT, INCLUDING NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in water sport events and activities and/or being provided with water sport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our personal representatives or assigns, THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO EACH OF THE FOLLOWING:

ACKNOWLEDGMENT OF RISKS: that some, but not all, of the risks of participating in any water sport activity includes: (1) changing water flow, tides, currents, wave action and ship's wakes; (2) collision with any of the following: other participants, the watercraft, other watercraft, and man-made or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) a user's sense of balance, physical coordination, ability to operate equipment, swim and/or follow direction; (5) collision, capsizing, sinking, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) the presence of poisonous insects, snakes and other marine life forms and any diseases these may carry; (7) equipment failure or operator error; (8) heat or sun-related injuries or illnesses, including sunburn, sunstroke, or dehydration; and (9) fatigue, chill, and/or dizziness that may diminish my/a user's reaction time and increase the risk of an accident.

LICENSEE Initials ____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: to assume responsibility for all the risks of the activity, whether identified above or not (even those risks arising out of the negligence, gross negligence, intentional or willful acts or omissions or other fault of any of the LICENSOR PARTIES). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children occupying the watercraft during my the use or operation thereof for any bodily injury, accident, illness, paralysis, death, loss of personal property, and expenses thereof as a result of any accident, which may occur while I/we (or any of us), participate in the activity (EVEN IF CAUSED BY SIMPLE OR ORDINARY NEGLIGENCE OR OTHER FAULT OF THE LICENSOR PARTIES).

I agree to wear, and to cause any and all occupants or users of the licensed watercraft to wear, a U.S. Coast Guard approved personal floatation device (life jacket) while participating in the activity or riding any watercraft.

RELEASE: I hereby release LICENSOR and all other LICENSOR PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE AND FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR ANY MINOR CHILDREN AND OTHER PERSONS OCCUPYING OR USING THE LICENSED WATERCRAFT as a result of my/our participation in any activity thereon, EVEN IF CAUSED BY THE SIMPLE OR ORDINARY NEGLIGENCE OR OTHER FAULT OF ANY OF THE LICENSOR PARTIES OR ANY OTHER PERSONS(INCLUDING MYSELF).

BY SIGNING BELOW, LICENSEE ACKNOWLEDGES AND AGREES THAT HE/SHE HAS READ THE ABOVE ITEMS AND ACKNOWLEDGES THE RISKS AND RELEASES OF LIABILITY AND INDEMNITY AND HOLD HARMLESS OBLIGATIONS PROVIDED FOR ABOVE. FURTHER, BY HIS/HER EXECUTION, LICENSEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, HE/SHE IS WAVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS LICENSEE MAY HAVE AGAINST LICENSOR OR ANY OF THE OTHER LICENSOR PARTIES (INCLUDING EACH OWNER), AND/OR ANY OTHER PERSONS.

LICENSEE:

Name: _____
Signature: _____
Date: _____
Age: _____
Emergency Contact: _____
Telephone Number: _____

Name: _____
Signature: _____
Date: _____
Age: _____
Emergency Contact: _____
Telephone Number: _____

Name: _____
Signature: _____
Date: _____
Age: _____
Emergency Contact: _____
Telephone Number: _____

Name: _____
Signature: _____
Date: _____
Age: _____
Emergency Contact: _____
Telephone Number: _____

Boating Safety Rules

By its execution below, LICENSEE –

1. confirms: (a) that LICENSEE and/or all other operators of the licensed watercraft maintain a current, valid operator’s license applicable to the operation of the licensed watercraft; (b) that there are an appropriate number and sizes of approved personal floatation devices (PFD) in the licensed watercraft for the number of person on board; (c) that the PFD must fit and should be worn during use or operation of the licensed watercraft; and (d) that LICENSEE is aware that persons operating a pleasure craft without the appropriate number and sizes of approved PFD may be subject to ticketing and fines;
2. is aware that it is illegal to operate a pleasure craft (including the licensed watercraft) or permit others to do so, when under the influence of alcohol, narcotics, or other illegal drugs;

LICENSEE Initials ____

3. will only allow people who have completed and signed a licensed boat safety checklist, valid for the duration of this agreement to operate the licensed pleasure craft;
4. has been shown how to use, and know the location of, safety equipment for the licensed watercraft;
5. understands: (a) that a licensed watercraft fitted with motors must be kept clear of non-powered licensed watercraft; and (b) that LICENSEE is responsible for all wake and wash generated by the licensed watercraft and the effects that same may have on the licensed watercraft, wildlife, and the environment; and
6. when an accident occurs involving the licensed watercraft, LICENSEE must stop and offer assistance, and give the identification of the licensed watercraft, the existence of this agreement and the name of the operator of the licensed watercraft at the time of the accident.

Operation of the Licensed Watercraft

By its execution below, LICENSEE –

7. is aware of how to responsibly operate a pleasure craft (including the licensed watercraft) and to share waterways in a courteous and respectful manner with other involved in water related activities;
8. confirms that: (a) the maximum load capacity and number of persons in the licensed pleasure craft will not exceed the amount stated on the capacity plate for the licensed pleasure craft; (b) I am aware that the proper way to distribute weight in the pleasure craft for a safe and comfortable ride; and (c) LICENSEE will keep or cause to be kept all users or occupants of the licensed watercraft in the safest positions at all times (*i.e.*, always seated while underway);
9. has been shown the proper procedure for starting and shutting off the engine of the licensed watercraft and will make sure no persons are in the water within the vicinity of the licensed pleasure craft before starting and while running the motor;
10. has been shown and understand the operation of the throttle;
11. knows where and how to operate the ignition cut off switch;
12. is aware of how to depart and approach the dock in a safe manner; and
13. is aware of how to respond to grounding, capsizing, and re-boarding.

Local Hazards and Conditions

By its execution below, LICENSEE –

14. is aware of the local navigational aids and their meaning, as well as local hazards and regulations; and
15. shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions (acknowledging that changes in weather can occur quickly making conditions unsafe for pleasure crafts).

LICENSEE:

Name: _____
 Signature: _____
 Date: _____

Name: _____
 Signature: _____
 Date: _____

EYC Representative

Name: _____
 Initials: _____
 Date: _____