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# Madison Boats Pontoon Rules

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Our #1 concern is your safety! Help us keep you and everyone safe by reading and following these rules.

In addition to your own acceptance of these rules, you represent that you have each Participant's permission to agree to these Rules or have required Participants to review and sign on their own behalf. 'Participant' means any person participating in any way in my rental or use of Madison Boats equipment or facilities.

Madison Boats retains the right to deny access to watercraft, events, or activities in order to reduce risk under questionable safety conditions. This includes but is not limited to: weather; assessment of participants boating capabilities; or the ability to provide necessary assistance services in the event of an accident. Madison Boat Rules are intended to limit risk to boaters and equipment and are subject to change. The latest rules will be posted on the Madison Boats website and copies are available on request. These rules are for Madison Boats, LLC., Wingra Canoe & Sailing Center, Inc, Brittingham Boats, LLC. and Marshall Boats, LLC.

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- I understand risk significantly decreases when a Personal Floatation Device (PFD) is worn correctly. All Participants must have a PFD on board, and we suggest all participants wear a PFD at all times. By law children under 13 MUST WEAR a PFD.
- No Drugs or Alcohol. I agree that neither I, nor any of the participants, may bring or consume alcohol or drugs on the boat. I further agree that the captain may not consume or be under the influence of alcohol or other drugs at any point during the rental period. Example the captain may not have a drink if you stop at the Edgewater or Union.
- I, and all participants, will know and act within the limits of their boating and swimming capabilities.
- I, and all participants, will respect, other boaters and refrain from acting in any manner that may cause or contribute to injuries to self or others or disrupts other boater's enjoyment of the water.
- I understand employees are not trained emergency responders and that all activities are unsupervised and at my own risk.
- I, and all participants, will obey all reasonable requests from staff.
- I understand that I am responsible for knowing and abiding by all Federal, State and local laws (visit [www.boat-ed.com](http://www.boat-ed.com)).
- I will not operate the watercraft in a reckless or negligent manner, and I will take all possible measures to avoid a collision.
- I will ensure all passengers are seated or maintain safe contact with the boat while the motor is on. I will not allow any persons outside of the pontoon rails, or to sit on top of the seat backs while the motor is on.
- I will not overload and will abide by the capacity as stated on the capacity plate affixed to the boat.
- I will stay at a SLOW NO WAKE anytime I am within 200' of shore.
- I will stay at a SLOW NO WAKE when leaving and returning to Marshall Boats. I will enter and exit through the channel marked by the white buoys, ending and starting at the sailboat mooring field.
- I understand paddle craft, sailboats, and motorized craft with objects in tow have the right-of-way, and I will stay at least 100' away or at a slow-no wake speed. I will keep a respectful and safe distance from all watercraft and people and be mindful of my boat's wake.
- Boating is weather dependent. I and all participants will heed all warnings and will return to the boathouse at the first sign of storms, high winds, lightning, thunder, or severe weather.
- Late Fee: I understand and agree to a \$75 late fee for every 15 min. Late fee time starts 15 mins after your return time.
- I will not obstruct, dock, or use private piers without the expressed permission of the property owner.
- I understand that docking is one of the more challenging tasks of boating and I will act within my limits in relation to wind and weather when accessing any piers including the Memorial Union or Edgewater.
- I will set an obvious and deliberate course: making obvious and predictable maneuvers. I will not tow people in any way.
- I will only operate on Lake Mendota and I will not go through the Tenney Locks.
- I will ensure that the motor is off, anchored, and protected from wind or drift before anyone enters the water.
- I understand there are known and unknow hazards and will educate myself on these areas of caution or danger.
- In case of collision or emergency of any kind, I will stop the boat and call 911. I will then call Marshall Boats as I am able.
- I acknowledge the boat and equipment rented is the rightful property of Marshall Boats, LLC.
- I understand that I am responsible for any and all damages to the boat within my rental period and I am responsible for assessing and reporting any damages prior to taking the boat on the water.
- I agree to return the boat in the same condition as received. I agree to pay Marshall Boats for all damages that may include parts, labor, transport, and lost rental fees resulting from the boat being out of service. I agree to pay all damagers to any third-party property from the negligent operation of said boat. Disputes regarding fees, use of equipment or equipment damage fees shall be resolved through informal discussion between the renter and Marshall Boats. If unable to agree both parties will cooperate in choosing an arbitrator and the findings of the arbitrator shall be final. If the parties cannot agree on a single arbitrator, they shall each choose an arbitrator and the two arbitrators shall choose a third arbitrator and act as a panel. If there are any arbitration costs, the parties shall share them equally.

As the boat renter, it is ultimately my responsibility to ensure the safety and well-being of all passengers on this boat, as well as other lake users with whom I interact. I have read, understand, and hereby agree to all above terms and conditions and agree to indemnify Marshall Boats, LLC for all damages sustained as a result of violations by myself or any operator during my rental.

Name all participants (Include age if under 18) \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_