Madison Boats Rules

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.

- I understand risk significantly decreases for watersports when a Personal Floatation Device (PFD) is worn correctly, and that Madison Boats strongly suggests wearing a PFD at all times.
- I will make sure there is a PFD/LIFEJACKET in the boat for each participant at all times. Cushions are NOT a substitute.
- I understand persons under 18 must wear their PFD at all times when not in the same watercraft as their parent or guardian. Minors under 13 MUST, by law, wear their PFD at all times.
- Neither I, nor any participants, will bring, consume, or be under the influence of DRUGS and or ALCOHOL when using boats.
- I, and all participants, will comply with all Federal, State and local laws pertaining to the operation of watercraft (if you are unclear on laws please visit www.boat-ed.com).
- 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 disrupt other boaters' enjoyment of the water.
- 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.
- 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, and all participants, are responsible for assessing and reporting any damages prior to taking the boat on the water. I understand I am taking full responsibility for returning watercraft in the same condition as taken and will be held accountable and charged for any damage to equipment.
- It is understood that I, as the primary renter, assume full responsibility for all other passengers and assume full responsibility for any and all damage to person or property caused during my use of any of the equipment or facilities unless the participant has signed their own waiver.
- I agree to pay all fees when due. Disputes regarding fees, use of equipment or equipment damage fees shall be resolved through informal discussion between the member and management. 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.