

EL CAPITANO BV – LIABILITY WAIVER & INDEMNITY AGREEMENT (MAIN RENTER / CAPTAIN)

Name of renter / captain: _____

Date of birth: _____

Email address: _____

Phone number: _____

Rental date: _____

Booking number: _____

ID number (passport or driver's license): _____

1. DECLARATION ON BEHALF OF ALL PASSENGERS

I, the undersigned, confirm that I am the main renter (captain of the vessel) and sign this waiver on behalf of myself and all passengers on board.

I am responsible for informing all passengers of the safety rules, risks, and terms as stated below.

Each passenger will sign a separate waiver at check-in before boarding the vessel.

2. RISK ACKNOWLEDGEMENT & ASSUMPTION OF RISK

I understand that participating in boating activities is at my own risk. Risks include, but are not limited to:

- Sudden weather changes, waves or strong currents
- Collision, falling, slipping, or injury onboard
- Drowning, sunburn, dehydration, or snorkel-related injuries
- Equipment malfunction or user error
- Loss or theft of personal belongings

By signing this agreement, I voluntarily assume all risks, including those resulting from negligence by El Capitano BV or its staff, except in cases of gross negligence or willful misconduct.

3. RULES OF CONDUCT

- Maximum 6 people on board
- Only the designated captain may operate the boat and must remain sober at all times
- Drugs or illegal substances are strictly prohibited
- Swimming/snorkeling is only allowed in designated areas, wearing a life vest, and only when the engine is off

- Maintain safe distance from buoys, shallows, and other vessels
- Leaving the designated sailing area is strictly forbidden
- In case of technical issues or damage, El Capitano BV must be contacted immediately

4. LIABILITY & INSURANCE

- I accept full responsibility for any damage caused during the rental period
- The \$350 USD deposit may be withheld partially or in full for damages, rule violations, or late return
- El Capitano BV is insured for up to \$500,000 USD for personal injury and \$250,000 USD for third-party property damage
- If damages are not covered by insurance or exceed coverage limits, I will cover the remaining amount
- Insurance is void in case of misconduct, intoxication, or violation of rental terms

5. LEGAL RELEASE & INDEMNITY CLAUSE

By signing this agreement, I confirm that I:

- Waive any and all claims against El Capitano BV and its staff for injuries, damages, losses, or death occurring during participation, including those caused by negligence, except in cases of gross negligence or willful misconduct
- Release El Capitano BV from all liability
- Agree to indemnify and hold harmless El Capitano BV for any costs, claims, or legal fees resulting from my actions or participation
- Understand that this release is legally binding and applies to all associated services provided by El Capitano BV

Date: _____

Location: Curaçao

Signature of renter / captain: _____

Signature of El Capitano staff member: _____

6. DAMAGE TO BOAT, EQUIPMENT & INVENTORY

As the main renter and responsible operator of the boat, I acknowledge and accept full financial responsibility for any damages caused during the rental period. In the event of damage, the following replacement and repair costs apply, unless otherwise assessed by El Capitano BV:

Item	Cost (USD)
Swim ladder (broken or missing)	\$125
Propeller guard damage	\$150
Torn or stained cushions	\$250 per cushion
Excessive dirt/sand/trash (cleaning fee)	\$50

Lost or damaged anchor	\$120
Snorkel gear (per set)	\$40
Broken cleat or rope damage	\$60
JBL speaker damage or loss	\$125
Lost or damaged radio (walkie-talkie)	\$150

I understand these amounts may be deducted from the security deposit (\$500 USD), or invoiced separately if the damage exceeds the deposit. El Capitano BV reserves the right to adjust the amount based on the severity of the damage and repair/replacement requirements.