



Self-Drive Boat Rental
STRICT LIABILITY, SAFETY & INDEMNITY AGREEMENT

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**THIS DOCUMENT IS LEGALLY BINDING UNDER THE LAWS OF MALTA.
READ CAREFULLY BEFORE SIGNING.**

1. BOOKING DETAILS

Vessel Name / Registration: _____

Date: _____ **Time:** _____

Rental Duration: _____

2. DESIGNATED DRIVER (SKIPPER)

Full Legal Name: _____

Date of Birth: _____ **Nationality:** _____

Mobile Number (reachable at all times): _____

Emergency Contact Name & Number: _____

☐ Valid driving licence presented

☐ Valid passport / ID card presented

Driving Licence Number/ID Number: _____

Issued By (Country): _____

3. ELIGIBILITY & COMPETENCE REQUIREMENT

By signing this agreement, I confirm that:

- I am the **sole designated skipper** of the vessel.
- I am **at least twenty-five (25) years of age**, unless prior communication and written approval has been granted by the Company.
- I possess **adequate practical boating experience**, including navigation, anchoring, collision avoidance, and emergency awareness.

- I acknowledge that while a boat licence may not be legally required under Maltese law for this vessel, **practical competence is mandatory**.
- The Company reserves the **absolute right to refuse, suspend, or terminate the rental** if my competence is deemed insufficient, **without refund**.

Years of boating experience (mandatory):

- ☐ Less than 1 year
- ☐ Between 1 and 5 years
- ☐ Between 5 and 10 years
- ☐ More than 10 years

How many times have you driven a boat before:

- ☐ Between 1 to 5 times
- ☐ Between 5 to 10 times
- ☐ More than 10 times

4. MANDATORY SAFETY BRIEFING

- Attendance at the Company safety briefing is **compulsory**.
- I agree to arrive **at least one (1) hour before departure**.
- Failure to attend or comply results in **cancellation without refund**.

5. NAVIGATION & OPERATION (MALTA)

I strictly agree to comply with:

- All instructions issued by the Company and **Transport Malta regulations**.
- Maximum speed of **5 knots within harbour areas and at the base**.
- Maximum speed of **10 knots within 300 metres from shore**.
- A minimum distance of **100 metres from swimmers, divers, vessels, and fixed objects**.
- Continuous lookout at all times; I acknowledge the vessel **has no braking system**.
- Operation **only within designated navigation areas**.
- Navigation limits may be imposed due to **weather or sea conditions**, at the Company's sole discretion.

6. STRICT PROHIBITIONS

The following are **strictly prohibited**:

- Entry into **caves, narrow inlets, or restricted areas**.
- Operating the vessel in **crowded or congested bays** when deemed unsafe.

- Leaving the vessel **unattended at any time**, including when anchored.
 - Allowing **any other person** to operate the vessel.
 - Towing of persons or objects (including inflatables or watersports).
 - Racing, aggressive manoeuvres, donuts, or reckless operation.
 - Parties, events, or commercial use.
 - Exceeding passenger or weight limits.
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7. ZERO-TOLERANCE ALCOHOL & DRUG POLICY

- The skipper and all passengers must remain **fully sober**.
 - **Alcohol, illegal drugs, or impairing prescription medication** are strictly prohibited.
 - Any suspicion or confirmation of impairment will result in:
 - Immediate termination of the rental
 - **No refund**
 - **Forfeiture of the security deposit**
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8. FUEL, DAMAGE & SECURITY DEPOSIT

- Fuel is **not included** and charged based on consumption.
 - A **security deposit of up to €550** is required prior to departure.
 - I accept **full financial liability** for:
 - Any damage to the vessel, engine, or equipment
 - Groundings, collisions, propeller damage, or loss
 - Violations of this agreement or Maltese maritime law
 - The Company may retain part or all of the deposit.
 - Any costs exceeding the deposit remain **fully payable by the client**.
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9. ENFORCEMENT & PENALTIES

- The Company may **repossess the vessel immediately** in the event of non-compliance.
 - **No refunds** shall be issued following enforcement action.
 - In case of an **emergency**, the company should be contacted immediately.
 - Providing false or misleading information results in **immediate termination** and loss of all payments.
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10. ASSUMPTION OF RISK & INDEMNITY

I acknowledge that:

- Boating is an inherently hazardous activity.
 - I voluntarily assume **all risks**, including injury, death, or property damage.
 - I release and discharge the Company, its owners, employees, and agents from **all liability**, to the fullest extent permitted under Maltese law.
 - I agree to **indemnify and hold harmless** the Company against all claims, losses, penalties, or legal proceedings arising from my actions or negligence.
 - Personal belongings are carried **entirely at my own risk**.
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11. GOVERNING LAW & JURISDICTION

This agreement shall be governed by and interpreted in accordance with the **laws of the Republic of Malta**.

The courts of Malta shall have **exclusive jurisdiction** over any dispute arising from this agreement.

FINAL DECLARATION

I confirm that:

- I have read and fully understood this agreement.
 - I accept all terms **without reservation**.
 - I understand that non-compliance may result in **financial loss, legal consequences, and immediate termination of service**.
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DRIVER SIGNATURE

Full Legal Name (Print): _____

Signature: _____

Date: _____