



## INDEMNITY AGREEMENT FOR FISHING CHARTER ON BOARD BLACK PEARL POWERBOAT

**Company Name:** BLACK PEARL CHARTER CO

**Address:** HARBOUR ISLAND GORDANSBAY SOUTH AFRICA 7140

**This Indemnity Agreement** is entered on the \_\_\_\_\_ **20 24**

**Charterer name and surname:** \_\_\_\_\_

**Address:** \_\_\_\_\_

### 1. Definitions

- **"Charterer"** refers to the individual or entity renting the Black Pearl Powerboat for a charter.
- **"Owner"** refers to the individual or entity that owns the Black Pearl Powerboat.
- **"Vessel"** refers to the Black Pearl Powerboat used for the charter.

### 2. Purpose

- This Indemnity Agreement is intended to outline the responsibilities and liabilities of the Charterer and the Owner in connection with the charter on the Vessel.

### 3. Indemnity

- The Charterer agrees to indemnify, defend, and hold harmless the Owner, their agents, employees, and representatives from and **against any and all claims**, liabilities, damages, losses, and expenses (including legal fees) arising out of or in connection with the Charterer's use of the Vessel for fishing and charter activities. This indemnity applies to any incident or damage caused by the Charterer, their guests, or any third party using the Vessel with the Charterer's permission.

### 4. Liability

- The Charterer acknowledges that they are solely responsible for all risks associated with the fishing charter, including but not limited to **personal injury, drowning or death property damage** and any legal or financial consequences resulting from fishing activities or use of the Vessel. The **Charterer agrees to assume full responsibility** for the safety of all passengers on board and for any equipment used during the charter.

### 5. Insurance

- The Charterer is responsible for ensuring that adequate insurance is in place for the fishing charter. The Owner may require proof of insurance coverage prior to the charter. The Owner's insurance does not cover personal injuries or damages to the Charterer's property.

INITIALS

A simple black rectangular box intended for the Charterer to write their initials.

## 6. Safety and Compliance

- The Charterer agrees to comply with all applicable laws, regulations, and safety procedures related to fishing and boating activities. The Charterer agrees to follow the instructions of the Owner or the Vessel's crew regarding safety and operational procedures.

## 7. Term and Termination

- This Agreement shall remain in effect for the duration of the fishing charter period as specified in the charter agreement or until terminated by either party with written notice.

## 8. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of South Africa.

## 9. Entire Agreement

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the parties, passengers on board and for any equipment used during the charter.
- Agreement of charterer boarding Black Pearl Powerboat at own risk and responsibility.

## 10. Alcohol

- Charterer hereby acknowledges and accepts that **they take full risk and responsibility of any alcohol which they consume on board the charter.** The charterer hereby confirms that they are 18 years or older to consume alcohol onboard.

## 11. Acknowledgment

- The Charterer acknowledges that they have read and understood this Indemnity
- Agreement and the Terms and conditions agree to be bound by its terms. More specifically I hear by acknowledge that I accept the indemnity, liability and alcohol clauses.

**IN WITNESS WHEREOF**, the parties hereto have executed this Indemnity Agreement as of the day and year first above written.

**Charterer:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Owner:**

Signature:  \_\_\_\_\_

Name: Rohan Beukman