WINTER HARBOR HAVEN, LLC.
BOAT USE AGREEMENT

COVERS BOTH WHH SKIFF RENTALS
AND WHH-PROVIDED BOAT TAXI TRANSPORTATION

Effective January 1, 2026, this Boat Use Agreement ("Agreement") is entered into between Winter Harbor Haven, LLC. ("WHH"), acting as operator and manager of Hudge-Park Island, and the undersigned renter or guest ("Guest"), in connection with the use of any boat, watercraft, or vessel provided by WHH during Guest's stay.

This Agreement is supplemental to and incorporated into the WHH Rental Agreement and the WHH Waiver. In the event of any conflict, the most restrictive provision shall apply.

SCOPE OF AGREEMENT

- This Agreement applies to:
  - WHH Skiff Rental – any boat rented by Guest for personal use.
  - WHH Boat Taxi Service – any WHH-operated vessel used to transport Guest(s) to or from Hudge-Park Island or surrounding areas.
- All adult guests who operate or ride aboard WHH-provided vessels must sign this Agreement. Parents or legal guardians must sign on behalf of minors.
- By signing this Agreement, Guest acknowledges that use of any WHH vessel is voluntary and governed by all terms herein.

ELIGIBILITY & RESPONSIBILITY

- Guest represents that they are at least 25 years of age to rent the WHH skiff. Any Guest who operates a motorized vessel must meet all applicable legal requirements and be approved by WHH.
- Any Guest who operates the WHH skiff or any motorized watercraft must comply with all applicable Virginia and U.S. Coast Guard boating laws, including Virginia's boating safety education requirement.

- Operators of vessels powered by 10 horsepower or greater must possess a valid NASBLA-approved boating safety education certificate, a U.S. Coast Guard license, or other documentation recognized by the Commonwealth of Virginia.
- Proof of qualification must be provided to WHH on request and must be carried by the operator while operating the vessel.
- WHH reserves the right to deny or revoke boat use to any Guest who fails to meet these requirements or who appears unable to safely operate the vessel.
- Guests must not operate or board any vessel while under the influence of alcohol, illegal drugs, or any medication that may impair judgment, coordination, or reaction time.
- WHH reserves the right to deny boarding or transportation to any Guest who appears intoxicated or unsafe.

SAFETY EQUIPMENT

- U.S. Coast Guard–approved life jackets are provided for all WHH vessels.
- Guests are responsible for proper fit and use, including legal requirements for children.
- Failure to wear or properly use safety equipment increases risk of serious injury or death.

PASSENGER & WEIGHT CAPACITY RESTRICTIONS

- The WHH skiff has a maximum capacity of six (6) persons or 800 pounds total weight, whichever limit is reached first.
- This limit includes all passengers, fuel, coolers, gear, equipment, and personal belongings aboard the vessel.
- Under no circumstances may the posted passenger or weight limits be exceeded.
- Guests acknowledge that exceeding capacity limits significantly increases the risk of capsizing, swamping, serious injury, or death.
- Any violation of these capacity limits will result in immediate termination of boat use without refund and may result in liability for damages, injuries, fines, or rescue costs.

OPERATIONAL RULES & RESTRICTIONS

- WHH vessels must remain within Winter Harbor at all times.
- Night operation is strictly prohibited for safety and liability reasons, including limited visibility and lack of navigational lighting.
- Towing, rafting, racing, beaching, or operation in unsafe weather or water conditions is prohibited.
- Guests must follow all instructions for safe boarding, docking, transit, and passenger conduct.
- Only registered guests who have signed this Agreement may operate or ride aboard WHH vessels.

ASSUMPTION OF RISK & RELEASE

- Guest acknowledges that boating, loading/unloading, and transportation involve inherent risks, including but not limited to: tides, water depth, submerged objects, weather conditions, operator error, mechanical failure, collisions, slips/falls, and wildlife.
- Guest voluntarily assumes all risks of injury, property loss, or death.
- Guest agrees that WHH, the property owner(s), and their officers, employees, contractors, and affiliates are released from all liability related to vessel use.
- Guest acknowledges that these risks exist regardless of safety measures, supervision, or equipment provided.

DAMAGE & FEES (FOR RENTED VESSELS)

- Guest is responsible for damage caused by misuse or negligence during skiff rental.
- Guest agrees to pay fees for repairs, replacement of damaged equipment, or unusual service calls.
- Boat Taxi service damages caused by Guest's intentional misuse may also be charged.

REPORTING

- Any accidents, mechanical failures, or damage must be reported immediately to WHH staff.

GOVERNING LAW

- This Agreement is governed by the laws of the Commonwealth of Virginia.
- Any legal action arising from this Agreement shall be filed exclusively in Virginia.

TERMINATION

- WHH reserves the right to suspend or terminate vessel use immediately and without refund if Guest violates this Agreement, the Rental Agreement, the WHH Waiver, or any safety instruction, or if weather, tides, or safety concerns warrant suspension of vessel operations.
- Exceeding passenger or weight limits constitutes a material safety violation.

ACKNOWLEDGMENT & SIGNATURE:

I have read, understand, and agree to all terms of this Boat Use Agreement. I accept full responsibility for the operation (if renting) and/or safe conduct as a passenger (if using Boat Taxi service) of WHH-provided vessels during my stay.

**This agreement must be executed by guests who rent the WHH skiff or use WHH-operated Boat Taxi services prior to check-in.*