

BOAT PICKUP AGREEMENT & LIABILITY WAIVER

This Boat Pickup Agreement & Liability Waiver ("Agreement") is made and entered into on this ____ day of _____, 20, by and between:

Mark's Truck Center Corp., DBA Marks Leisure Time Marine ("Company"), and

Customer Name: _____ ("Customer")

Address: _____

Phone: _____

Email: _____

WHEREAS, the Customer has requested that the Company pick up their boat by water and/or land for transport, storage, or service, and the Company has agreed to provide such service subject to the terms and conditions of this Agreement.

1. Acknowledgment of Risk

Customer acknowledges that transporting a boat, whether by water or land, involves inherent risks, including but not limited to potential damage to the boat, trailer, hoist, dock, personal property, and other related equipment.

2. Release of Liability

Customer hereby releases, waives, and discharges the Company, its owners, officers, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any damage, loss, or injury that may occur during the pickup, transport, launching, docking, or storage of the boat, including but not limited to:

- Damage to the boat, engine, hull, trailer, hoist, dock, or other equipment.
- Damage to personal property contained within or attached to the boat.
- Damage due to weather conditions, water hazards, road hazards, or any other unforeseen circumstances.
- Theft, vandalism, or loss of the boat or any of its contents during transport.

3. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company from any claims, losses, damages, liabilities, or expenses (including attorneys' fees) arising out of or related to the pickup, transportation, or storage of the boat.

4. Insurance Requirement

Customer acknowledges that it is their sole responsibility to maintain adequate insurance coverage on the boat and all related property. The Company is not responsible for any insurance claims or coverage.

5. Assumption of Responsibility

Customer agrees that they are fully responsible for ensuring that the boat is properly prepared for pickup, including securing all loose items, draining water, and ensuring that the boat and trailer (if applicable) are in transport-ready condition.

6. Governing Law

This Agreement shall be governed by the laws of the state of _____, and any disputes arising from this Agreement shall be resolved in the courts of _____ County, _____.

7. Acknowledgment & Acceptance

By signing below, Customer acknowledges that they have read, understand, and voluntarily agree to the terms of this Agreement, releasing the Company from any and all liability related to the pickup, transport, or storage of their boat.

Customer Signature: _____

Date: _____

Company Representative Signature: _____

Date: _____