

**BEACH BAGS  
PILOTING ADDENDUM TERMS AND CONDITIONS**

This agreement is entered into by and between \_\_\_\_\_ Owner ("Owner") and Beach Bags Services, LLC, an Arizona Limited Liability Company ("Beach Bags"). The provisions of this agreement also inure to Antelope Point Holdings, LLC, an Arizona Limited Liability Company ("APM") who may act as a "Service Provider" under this agreement. This agreement is made effective as of the time of its signature. If this agreement is not signed but a Piloting request has been made and Piloting services are provided, then this agreement shall be made effective as of the time Piloting services are provided through the request system. Payment and consideration for the Pilot services may be set forth in a separate agreement. If this is done these terms and conditions shall still apply

**1. Definitions**

1.1 "Owner" means the individual or entity that holds actual legal title to the Vessel, or any individual to whom the Owner has granted the right of use, including physical possession and control, of the Vessel. The Owner shall also include the individual who signed this agreement and any individual on board the Vessel providing direction and oversight over the Vessel and its occupants. If legal title of the Vessel rests with an Entity the Owner shall be further defined to be the individual associated with that entity that receives Piloting services pursuant to this agreement, as well as the Entity itself. The Owner may otherwise be referred to as the Master, Captain, or Skipper of the Vessel. If the Vessel is a rental the Owner includes the entity or individual that has rented to Vessel, as well as the renter thereof. At no times shall Beach Bags, the Pilot, or a Service Provider be considered the Owner of the Vessel.

1.2 "Pilot" means the individual who guides the Vessel.

1.3 "Piloting" shall mean the services provided by a Pilot on Lake Powell.

1.4 "Vessel" means the watercraft subject to this agreement.

1.5 "Towed Vessel" means any watercraft affixed to the Vessel by a line or some other fashion.

1.6 "Navigational Period" means the actual time that the Vessel is underway and in control of the Pilot.

1.7 "Navigational Equipment" includes the engines, propulsion, generators, steering, electronics, and communications system that are onboard the Vessel.

1.8 "Service Provider" includes an entity or other individual who provides services hereunder. A Service Provider may only provide a portion of the services set forth herein.

1.9 "Vessel Condition" means the ability of the Vessel and Navigational Equipment on board the Vessel to navigate during the Navigational Period in a safe manner on the inland waters comprising Lake Powell and its Tributaries. It further includes an express warranty by the Owner that there are no latent defects in the Vessel's design or manufacturing and that the vessel is of good repair in all respects and in working order.

**2. Owner Warranties as to the Vessel Condition and Navigational Equipment**

2.1 The Owner warrants that the Vessel, its Navigational Equipment, and the Vessel Condition are fully operational and fully function. The Owner recognizes that this warranty and these functions and operations are essential to provide the Pilot a capable Vessel for navigation.

2.2 The Owner shall have conducted prior to the Navigation Period a thorough inspection of the Vessel and deemed it to be fully operable.

2.3 The Owner hereby certifies that the Vessel and its use are in full compliance with all National Park Service regulations and all other applicable federal, state, and local laws.

**3. Owner Liabilities and Responsibilities**

3.1 The Owner is responsible for all damages, losses, or liabilities arising out or for from the Vessel Condition, including any and all consequences (including but not limited to collisions, groundings, and delays) arising from the Condition, any equipment failure, and any violation by the

Owner or any on-board passengers of either this agreement or any other agreement concerning the Vessel or the activities thereof.

3.2 If the Owner gives the Pilot navigation directions that the Pilot deems unsafe and the Owner nevertheless seeks to compel the Pilot in the navigation, the Owner bears all responsibility for any resulting damage to the Vessel or other vessel.

3.3 If any of the Navigation Systems are not working properly and impede navigation or safety, the Owner bears full responsibility for any ensuing damages.

3.4 The Owner is responsible for the acts and omissions of all occupants on the on the Vessel at all times, regardless of the Pilot's presence.

3.5 The Owner shall be responsible for all emergencies not directly resulting from Piloting, including but not limited tot owing operations and related emergencies and any passenger needs (including medical needs).

3.6 The Owner shall ensure appropriate emergency response plans are in place for any and all activities of the Vessel, the Owner, and all on-board passengers.

#### **4. Pilot Direction**

4.1 The Pilot is only responsible for providing Piloting services and is not responsible for any actual operational abilities of the Vessel, and the Owner and any on-board passengers shall not interfere with the Pilot's navigation decisions unless explicitly requested by the Pilot.

4.2 During Navigational Period, the Pilot shall have the authority to control, direct, steer, navigate, position, and otherwise control the Vessel while it is underway.

4.3 The Owner, occupants, and all other persons aboard the Vessel are strictly prohibited from interfering with the Pilot's navigation while the Vessel is underway.

4.4 Any attempt to interfere with the Pilot's navigation shall provide Beach Bags or the Service Provider the right to immediate termination of this agreement, in addition to any other potential consequences, legal and otherwise, resulting from such interference.

4.5 All communications with the Pilot shall be directed through the Owner.

4.6 In case of emergency, direct communication with the Pilot may be permitted if the Owner is incapacitated or unavailable.

4.7 In the case of Emergency the Pilot shall be entitled to handle all communications with outside service providers, including U.S. National Park Service personnel.

4.8 If the Owner gives the Pilot navigation directions that the Pilot deems unsafe and seeks to compel the Pilot in the navigation, the Owner bears all responsibility for any resulting damage to the Vessel or other vessels.

4.9 The Pilot reserves the right to cease navigation and relinquish control of the Vessel if the Owner's actions or the Vessel's condition pose an imminent risk to safety, including any operations that under the Beaufort Scale present operational risks to the Vessel.

#### **5. Pilot, Beach Bag, APM and Service Provider Liability Release**

5.1 The Pilot, Beach Bags, APM and any other Service Provider are expressly released from all liabilities for events that occur due to the Vessel Condition; including but not limited to:

- (a) Limitations in the Vessel's steering or navigation capabilities;
- (b) Limitations in the Vessel's ability to deal with wind, water, and other weather conditions; and
- (c) Limitations in the Vessel's Navigational Equipment.

5.2 The Owner agrees to indemnify and hold the Pilot and Beach Bags harmless from any claims, damages, or liabilities arising from the Vessel's Condition or Navigation Systems.

5.3 The Pilot and Beach Bags shall not be held liable for any damage, loss, or injury related to towed vehicles.

5.4 The Owner hereby (A) waives any liability, claims, causes of action, or damages whatsoever and (B) agrees to indemnify and hold Beach Bags, the Pilot, and any Service Provider, including APM, and each of their agents and employees harmless from and against any and all losses, liabilities, lost profits, special, incidental or consequential damages, injuries, claims, demands, costs

and expenses loss, injury, or damage of any kind (including consequential damages) to persons or property, including but not limited to the Vessel) resulting from:

- (i) operation, maintenance, anchoring, or other use of the Vessel or any rental equipment, including Beach Bags anchors;
- (ii) the inherent risks of the activity of houseboating on Lake Powell set forth on Exhibit A of the Beach Bags Anchor Usage Agreement, including but not limited to the risk of being finned, bit, slashed, stabbed, burned, broken, dismembered, disfigured, drown, dehydrated, suffering a heat stroke, severely injured, or killed as a result of the following:
  - a. Non-Beach Bags equipment failure;
  - b. Perils of the waters;
  - c. Harm caused by marine creatures (including bites);
  - d. Acts of fellow participants;
  - e. Entering and exiting the water;
  - f. Boarding or disembarking boats;
  - g. Activities on the docks;
  - h. Changing water flow, tides, currents, wave action and ship's wakes;
  - i. Collision with other participants, watercraft, or manmade or natural objects;
  - j. Wind shear, inclement weather, lightning;
  - k. Variances and extremes of wind, weather, and temperatures;
  - l. Your own sense of balance;
  - m. Your own physical condition and/or limitations;
  - n. Your own ability to swim; and/or
  - o. Your own reaction time and increased risk of an accident.; or
  - p. the negligence, but not including any gross negligence or intentional or reckless misconduct of Beach Bags, the Pilot, or any Service Provider, including APM.

5.5 The Owner further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.

5.6 The indemnifications set forth above include indemnification concerning all costs, expenses, and attorney's fees incurred in defending against such claims.

5.7 Without negating the foregoing release, indemnification, and limitation of damages, any claims for damages brought by the Owner against the Pilot, Beach Bags, APM or any Service Provider shall be further limited to solely personal property damages.

5.8 Claims against the Pilot, Beach Bags, APM or other Service Provider for bodily injury, emotional distress, or any other form of non-property damage are expressly excluded.

## **6. Towed Vehicles Liability Release**

6.1 The Owner assumes full responsibility for the safety and security of any towed vehicles.

6.2 If there is a towed vessel the Owner shall provide an additional deckhand whose primary responsibility is to monitor towed vessels.

6.3 The Owner shall ensure such deckhand is properly trained and qualified for this duty.

6.4 Failure to provide an additional deckhand for towed vessels as specified may result in the Pilot's refusal to operate the Vessel.

6.5 If there is a deckhand for towed vessels the deckhand shall follow all directions given by the Pilot in relation to the operation and navigation of the Vessel.

6.6 Failure of the deckhand to comply with the Pilot's directions may result in the Pilot's refusal to continue piloting the Vessel or allowing towing.

6.7 Towing is on a case-by-case basis and is at the Pilot's discretion. A Pilot may refuse to allow towing at any time.

## **7. Vessel Insurance Warranties**

7.1 The Owner shall maintain at all times (i) hull insurance with coverage limits reasonably

suitable to the value and nature of the Vessel covering the use of the Vessel pursuant to this agreement and (ii) liability insurance with coverage limits equal to or in excess of all requirements under applicable state law covering Owner's use of the Vessel and any use of the Vessel by anyone authorized by Owner.

7.2 The Owner further warrants that the insurance policy allows piloting by a licensed non-owner.

7.3 The Owner shall provide proof of such insurance to the Pilot upon request.

7.4 Failure to maintain adequate insurance as specified may result in immediate termination of this agreement.

**8. Other Compliance, Indemnification & Limitations**

8.1 The Owner and Beach Bags hereby agree that this Agreement shall be governed and construed in accordance with the laws of the State of Arizona without giving effect to its conflicts of laws principles. The Owner and Beach Bags agree to mediate, in good faith, in Maricopa County, Arizona any disputes, controversies or claims arising out of or relating to this agreement or the breach thereof and to refrain from pursuing arbitration hereunder until the parties have participated in such mediation. The mediator shall be an attorney licensed to practice law in the State of Arizona agreeable to the Owner and Beach Bags, consent to which shall not be unreasonably withheld. Any disputes, controversies or claims arising out of or relating to this Agreement or the breach thereof which cannot be settled between the Parties shall be decided by a single independent arbitrator in an arbitration hearing conducted in Maricopa County, Arizona. Such single independent arbitrator shall be jointly chosen by the Parties. The Parties shall name the arbitrator within thirty (30) days after one or the other has given notice to the other requesting arbitration. If the Owner and Beach Bags are unable to agree upon an arbitrator, either may apply to the Maricopa County Superior Court for appointment of an arbitrator pursuant to Arizona Revised Statutes §12-3011(A) (or any applicable successor statute). The award made by the single arbitrator shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. The cost of the arbitration procedure, including reasonable attorney's fees, shall be borne by the losing party, or, if the decision is not clearly in favor of one party, the costs shall be borne as determined by the arbitrator. At the request of any party, arbitration proceedings shall be conducted in the utmost secrecy. The parties hereby consent to the jurisdiction and venue in Maricopa County, Arizona for the purposes and proceedings set forth above.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CUSTOMER/CAPTAIN**

**BEACH BAGS SERVICES, LLC**

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER NAME

ITS: \_\_\_\_\_

Dated: ( \_\_ / \_\_ / 20\_\_ )

Dated: ( \_\_ / \_\_ / 20\_\_ )