

PONTOON BOAT RENTAL AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

This Pontoon Boat Rental Agreement is made by and between Boats Up North, LLC and the Renter identified below and is effective as of the date of the signature of the Renter.

1. **Renter.** Renter's Name _____
Street Address _____
City, State, Zip Code _____
Phone # _____ Cell # _____
Email Address _____

2. Rental Rate & Rental Duration

The pontoon boat and all associated equipment are rented for \$ _____, on _____, 20__ (date) from _____ a.m./p.m. until _____, 20__ at _____ a.m./p.m.

Payment is due immediately upon execution of this agreement. Any payment made through credit card shall be honored in accordance with the Renter's credit card agreement and obligations.

3. Rules for use of Pontoon Boat & Equipment

Renter agrees that he or she shall use all equipment, including the pontoon boat, safety (life) vest, engine, gas tank, ropes, anchor, and safety flares/whistle (hereinafter collectively referred to as the "pontoon boat equipment") only for the purpose of personal entertainment, with safety always in mind, and in accordance with ALL of the following rules:

- A. Renter shall obey all federal, Michigan, and local laws, ordinances, rules or regulations with respect to the use and operation of the pontoon boat equipment and shall obey all rule and regulations established by Boats Up North, as well as all directives from any emergency or law enforcement personnel while operating the pontoon boat equipment.
- B. Renter shall close and secure the front, back, and side door with all riders inside before the pontoon boat begins moving.
- C. Renter shall not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol) while operating the pontoon boat equipment.
- D. Renter shall not allow pets onto the pontoon boat.
- E. Renter shall return all of the pontoon boat equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter shall inform the Boats Up North staff upon return. Renter shall be financially responsible for all lost equipment, at replacement cost.
- F. Renter shall follow all posted speed limits and rules of navigation while on the water, and shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the pontoon boat. Renter shall take care not to allow the pontoon boat to collide or damage other vessels that may be docked or in operation on navigable waters. Renter is responsible for any all damage from collisions.
- G. Renter shall not allow anyone other than Renter to use or operate the pontoon boat equipment.
- H. If rental period includes overnight, Renter hereby agrees that the pontoon boat shall be docked and not in use no later than 30 minutes prior to dusk and remain docked until 30

minutes after dawn. For purpose of this Agreement, dusk and dawn shall be defined as when the sun is below the horizon by 18 degrees.

- I. Use and navigation of the pontoon boat is excluded from the Great Lakes, which includes both Grand Traverse Bays.

4. Acknowledgements and Agreements. By executing this Pontoon Boat Rental Agreement, undersigned Renter acknowledges and agrees that:

- A. Renter has read and fully understood all the rules associated with the Use of the Pontoon Boat and Equipment, the Warnings, Assumption of Risk, and the Waiver and Release of Liabilities included in this Agreement and agrees to be bound thereby.
- B. Renter acknowledges and agrees that he or she has the requisite skills, physical abilities, and mental abilities, including swimming skills, necessary for the proper and safe use of the pontoon boat equipment.
- C. Renter hereby agrees to be personally liable for any and all injury or damage caused to third parties or their property while operating the pontoon boat equipment regardless of cause including any negligence on the part of Boats Up North. Renter hereby agrees that they will indemnify and hold Boats Up North harmless for all liability, injuries, property damages, or any other damages to any third parties. In the event Boats Up North is made a party or threatened to be made a party to any action, suit, or proceeding, Renter agrees to indemnify and hold Boats Up North harmless to the maximum extent permitted under applicable law from and against any liabilities, costs, claims, and expenses, including all reasonable costs and expenses incurred in defense of any Proceeding (including attorneys' fees).
- D. Renter agrees to wear a properly fitted and fastened U.S. Coast Guard approved floatation device (lifejacket) while aboard the pontoon boat or on or in the water.
- E. Renter understands that the operation of the pontoon boat equipment on the water should be undertaken only after proper instruction and training. Renter shall be required to take the basic boating safety course and watch the safety training video before use.
- F. Renter shall not sell or assign this Agreement or sublet the pontoon boat equipment or any part thereof, and at all times during the rental period, the person listed as the Renter shall be present and able to supervise the use and operation of the pontoon boat equipment.
- G. Boats Up North LLC, provides the pontoon boat equipment without warranty and any and all warranties capable of waiver under Michigan law are hereby waived.
- H. Boats Up North LLC, is not liable for the loss or damage to the personal property of the Renter or anyone else aboard the pontoon boat. Renter agrees to be careful that objects don't fall from clothing and be careful to secure hats.

5. Warnings. In consideration of the use of the pontoon and pontoon boat equipment of Boats Up North LLC., the undersigned Renter acknowledges the following warning.

WARNING: There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of water craft, including but not limited to pontoon boats and their related equipment. These risks are inherent in boating and may be present even if the pontoon boat equipment is used properly and even in still water. The Renter understands and acknowledges that the operation of the pontoon boat equipment involve risks such as, but not limited to, the following: (a) changing water flow, conditions or currents; (b) collision with other participants, any portion of the interior of the craft, other watercraft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; (c) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration; (d) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (e) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (g) injury while getting in and out of the craft; (h) travel, including hiking, portaging and travel to and from the related and unrelated activities; (i) the presence of wild animals, including marine life

forms, (j) unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the pontoon boat equipment.

6. Assumption of Risk. Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a pontoon boat and the pontoon boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the pontoon boat and pontoon boat's equipment, by executing this agreement Renter expressly assumes all risks that arise from the use and operation of the pontoon boat or pontoon boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors or circumstances related to the use of the pontoon boat and pontoon boat equipment.

To explicitly acknowledge the Renter's assumption of risk, Renter shall place their initials here: _____ (Renter must initial).

7. Waiver and Release of Liability.

The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge Boats Up North LLC, its officers, agents, employees, successors and assigns, from any and all claims or liability arising from the use or operation of the pontoon boat or the pontoon boat equipment, or use of the Boats Up North LLC's property, facilities, services or activities organized or sponsored by Boats Up North LLC and agrees that it shall not hold them liable in connection with any claims, causes of action, injuries, damage, cost of expenses arising therefrom, whether arising from the negligence or strict liability, and regardless of the participation of any other third party in the causation of any such injuries, damages, or liability. Renter acknowledges that this waiver and release includes the waiver of future, unknown claims.

To explicitly acknowledge the Renter's waiver and release of liability, Renter shall place their initials here: _____ (Renter must initial).

8. Indemnity.

The undersigned Renter agrees to indemnify and defend, Boats Up North LLC. from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment and that Renter shall hold Boats Up North LLC, and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the pontoon boat and pontoon boat equipment, which include but are not limited to damages to or destruction of any property, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else. The undersigned agrees to pay for any or all damages to any property caused by the undersigned either negligently, willfully, or otherwise.

To explicitly acknowledge the Renter's agreement of indemnity, Renter shall place their initials here: _____ (Renter must initial).

The undersigned Renter has read, understands and agrees to be legally bound to this Pontoon Boat Rental Agreement, including the Waiver and Release of Liability contained herein, realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, assigns and legal representatives.

Renter's Signature: _____ Boats Up North Staff: _____

Date: _____