

# WATER SPORTS RENTAL AGREEMENT AND RELEASE

## Cedar Creek Marina

1551 Cedar Creek Road  
Sylacauga, AL 35151

Renter's Name \_\_\_\_\_ Renter's Phone \_\_\_\_\_

Renter's Driver's Lic # \_\_\_\_\_ Renter's DOB \_\_\_\_\_

Renter's Address \_\_\_\_\_

Renter's E-mail \_\_\_\_\_

FILL OUT IF 2<sup>ND</sup> DRIVER – ONLY AVAILABLE ON HALF AND FULL DAY RENTALS.  
ONLY 1 DRIVER IS PERMITTED FOR HOURLY RENTALS.

Renter's Name \_\_\_\_\_ Renter's Phone \_\_\_\_\_

Renter's Driver's Lic # \_\_\_\_\_ Renter's DOB \_\_\_\_\_

Renter's Address \_\_\_\_\_

Renter's E-mail \_\_\_\_\_

Cedar Creek Marina ("Company") agrees to rent the following personal watercraft (the "Craft") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and agrees to follow our safety instructions & evidences that agreement with his/her signature below.

**Craft Description** \_\_\_ Paddle Board \_\_\_ Wave Runner \_\_\_ Kayak \_\_\_ Pontoon

**Craft ID** \_\_\_\_\_

**The Craft shall be rented for the time period and hourly rate specified as follows:**

**Time Out** \_\_\_\_\_ **Time In (scheduled / actual)** \_\_\_\_\_ / \_\_\_\_\_

**Hourly Rate** \_\_\_\_\_ **Total Hours** \_\_\_\_\_ **Total Rental Amount** \_\_\_\_\_

**Security Deposit Due** \_\_\_\_\_ **Company Rep Initials** \_\_\_\_\_

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TERMS OF USE: You agree to abide by the following terms at all times during the rental period:

1. **Qualified to Participate.** Renter agrees, acknowledges and represents that he/she is a good swimmer, is qualified, in good health, in proper physical condition to participate in this activity or in any activity arising from renting the Water Craft.

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the Craft, and will use the Craft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Company, and any applicable laws or regulations.

3. **Boundaries:** Renter agrees to operate the Craft within the designated boundaries set forth by Cedar Creek Marina. These are given verbally and will be posted.

4. **Prohibited Activities.** The Company reserves the right to cancel this rental agreement immediately if Renter engages in any prohibited activity. Renter shall not violate any of the following rules and regulations during his/her operation of the Craft:

- There are **no additional passengers or additional drivers** permitted on the Craft unless expressly permitted by Company in writing prior to use.
- **CAUSING WAKE IN THE MARINA .**
- **Leaving the designated rental area.**
- **Operating less than 300 ft from other water crafts or people or devices.**
- **Weaving through congested traffic.**
- **ROLLING OR SUBMERGING CRAFT.**
- There is **no smoking** while on the Craft.
- Never operate the craft after OR while consuming **alcoholic beverages** or taking drugs. The Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
- There are **no pets** permitted on the Craft.
- There is **no fishing** permitted from the Craft, and **no swimming** permitted for Renter during use of the Craft.
- There is **no docking** of the Craft at any location other than the Company's designated docking area, except in the case of emergency.

5. **Age.** Renter is at least 21 years of age for Jet-Ski rentals and 18 yrs of age for kayak or paddle board rentals. No one under the age of 21 is permitted to operate a jet ski.

6. **Boaters License.** Renter acknowledges that they have obtained a temporary or a regular Alabama Boaters license, in conformance with the regulations & requirements for the state of Alabama, if they are renting and operating a jet-ski.

7. **Unsafe Use.** If at any time, the Company determines that Renter has engaged in an unsafe or hazardous use of the Craft, Company may immediately terminate the rental. Upon notification of termination, Renter must return the Craft to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Company shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

8. **Condition of Craft upon Return.** The Renter shall return the Craft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter including fuel and/or oil refill,

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excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Craft during the rental period. Company shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Craft exceed the amount of the security deposit, Renter shall be billed by Company for the full amount of damages caused by Renter during the rental period. Company shall be entitled to collect all costs and expenses of its collection actions or suit, including reasonable attorney's fees. If renter causes any damage that will result in lost rents, renter agrees to pay \$200.00 per day for each full & partial day the Craft is removed from rental service for repair. Renter's liability under the terms and provisions hereof is not limited in any manner to the liquidated damages set forth above or the sum of the security deposit.

9. **Late Return.** If Renter returns the Craft to the designated docking area more than 10 minutes after scheduled "Time In", renter agrees to be charged another hour at our normal hourly rate. If Renter returns the Craft more than 20 minutes after the scheduled "Time In," Renter shall forfeit his/her security deposit.

10. **Cancellations.** The company reserves the right to cancel due to inclement or impending bad weather. A full refund will be given if we cancel due to weather conditions. If the renter cancels less than 48 hrs in advance, no refund will be given. You may be able to rebook for another time. If cancellation is due to the renter's failure to abide by our terms & conditions or late/no shows, this agreement will be immediately cancelled and no refunds will be given.

# WATER SPORTS RENTAL AGREEMENT AND RELEASE

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

**Notice — By signing this document you may be waiving certain legal rights, including the right to sue.**

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the "Activities") provided by Cedar Creek Marina (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training. As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft;
- 2) TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

### Photograph/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

### Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

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The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

**I HAVE READ AND UNDERSTAND THE AGREEMENT AND I AM AWARE THAT BY SIGNING AGREEMENT  
I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

In signing below, I certify that I am at least 21 yrs of age for a jet ski rental and 18 yrs of age for a kayak or paddle board rental, that I have fully read and understand all of the terms, conditions and rules set forth above, and agree to all terms without reservation. I am voluntarily making this release and waiver of any liability for myself or a participant for whom I am legally responsible.

In signing below, I also acknowledge and fully understand the form titled **"Safety Instructions & Regulations"**. I acknowledge that I understand the safety instructions for personal watercraft operation as well as my financial obligations for responsible watercraft rental for myself or a participant for whom I am legally responsible.

**RENTER/DRIVER**

**RENTER/PASSENGER OVER 18**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

**NAME OF PASSENGERS UNDER 18 YEARS OF AGE FOR WHOM I AM LEGALLY RESPONSIBLE:**

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

# **WATER SPORTS RENTAL AGREEMENT AND RELEASE**

## **JET SKI - SAFETY INSTRUCTIONS & REGULATIONS**

1. Operator and passengers must wear personal flotation devices at all times.
2. NEVER OPERATE THE WATERCRAFT WHILE OR AFTER CONSUMING ALCOHOL OR TAKING DRUGS. OPERATING A WATERCRAFT UNDER THE INFLUENCE IS A FEDERAL OFFENSE SUBJECT TO FINES.
3. Stay away from designated swim areas and other hazards marked by orange & white buoys. Always watch for swimmers or divers.
4. Keep to the right when exiting the Marina until you are in open waters.
5. Maintain proper lookout at all times by sight & hearing to avoid collision.
6. Always be aware of the traffic around you. Sailboats, commercial vessels & all other boats have the right of way. You must keep out of their way at all times and avoid crossing ahead of the other vessel. Take early and substantial action to keep well clear. You can change course, slow down or stop if necessary to avoid collision. Pass at a safe distance. If a head on situation is arising, unless otherwise agreed, each shall alter course to starboard (right) and pass on the port (left) side of the other.
7. Wake jumping is very dangerous and is prohibited.
8. Follow local regulations regarding speed limits, whether posted or not. The Marina is a NO WAKE ZONE. YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES/OR FINES THAT ARE A RESULT OF YOUR WAKE!
9. Allow sufficient time & distance to slow down or stop.
10. You must use the throttle to turn. The jet thrust is what makes you turn.
11. Watch for low water, you can damage the jet pump & impeller of a Jet-Ski.
12. Driver should always attach the engine stop switch to their Life Vest so that the engine stops if the driver falls off.
13. Do not put hands, feet or clothing near the jet intake on the bottom of the Jet-Ski while the engine is running.
14. To turn the Jet-Ski to its upright position, you must rotate it CLOCKWISE by body weight bearing on the right side and grabbing the intake grate to the complete the clockwise rotation. The Jet-Ski will be severely damaged if you do not turn it over in a clockwise rotation.
15. If you fall off, board from the rear of the Jet-Ski. Use the rear grab handle to pull your knees to the platform. Then pull yourself forward using handlebar to maintain balance. Passengers should climb on in the same way after the driver is on board. Reconnect safety switch & restart engine.
16. ABSOLUTELY NO BEACHING OF THE WATERCRAFT IS ALLOWED
17. You must stay away at least 300 ft. from all other Jet-Skies or Watercraft!
18. DO NOT BECOME AIRBORNE

# **WATER SPORTS RENTAL AGREEMENT AND RELEASE**

## **KAYAK -SAFETY INSTRUCTIONS & REGULATIONS**

1. Operator and passengers must wear personal flotation devices at all times.
2. NEVER OPERATE THE WATERCRAFT WHILE OR AFTER CONSUMING ALCOHOL OR TAKING DRUGS. OPERATING A WATERCRAFT UNDER THE INFLUENCE IS A FEDERAL OFFENSE SUBJECT TO FINES.
3. Always start paddling towards the current, this will make your return easier.
4. Sailboats, commercial vessels & boats have the right of way.
5. Always be aware of the traffic around you.
6. Watch for low water. Get out and pick up kayak if you are in a low area to avoid scraping the bottom of the kayak.
7. ABSOLUTELY NO BEACHING OF THE WATERCRAFT IS ALLOWED.
8. You must stay away at least 300 ft. from all other motorized Watercraft!
9. Be aware of changing weather conditions. If conditions change on the water and you feel unstable, get on your knees and knee paddle or prone paddle until you are back to calm waters.