

BOAT RENTAL AGREEMENT AND RELEASE

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

RELEASE AND WAIVER OF CLAIMS.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Company, Company's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Company.

INDEMNIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Company, Company's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.

TERMS AND CONDITIONS

- Assumption of Risk.** Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.
Renter Initials _____
- Acceptable Use.** Renter agrees and acknowledges that they will be the sole responsible for the operation of the boat by all drivers listed, and the Boat will be used in a careful, safe and conscientious manner. Renter shall at all times ensure that all drivers observe and adhere to any rules and guidelines posted by Company, and any applicable laws or regulations. Renter shall be responsible at all time for the safety of any and all passengers in the Boat.
- Prohibited Activities.** Renter and/or drivers listed shall not violate any of the following during the operation of the Boat:
 - There is no smoking while in the Boat.
 - There are no alcoholic beverages permitted in the Boat. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of Renter's passengers.
 - There are no pets permitted in the Boat unless Company representative has approved here:
Pets approved for this vessel: Company Representative Name _____ **Initials** _____
- Children.** Any children under the age of 12 in the boat must wear a life jacket at all times.
- Unsafe Use.** If at any time Company determines that Renter has engaged in an unsafe or hazardous use of the Boat, Company may board the Boat, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, Renter must return the Boat 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."
- Condition of Boat upon Return.** The Renter shall return the Boat to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat 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 Boat 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, including reasonable attorney's fees.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Print NameSignatureDate