

VESSEL RENTED: _____

ANCHORAGE MARINE, INC. (706) 782-3013

WATERCRAFT RENTAL AGREEMENT

***ALL VESSELS RENTED ARE DUE BACK NO LATER THAN 4:45 PM**

Date: _____ Date and Time Due Back: _____

Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Cell Number: _____

Number of Party: _____ DL# _____ State Issued: _____ Exp: _____

CC # _____ Billing Zip: _____ Security Code: _____ Exp: _____

(Credit Card information required if not already provided)

NOTICE AND WAIVER OF LIABILITY:

By affixing his or her signature below, Renter hereby acknowledges that boats and watercrafts (also referred to as vessels) of any sort are inherently dangerous and by renting a boat, Renter understands that he or she and Renter's guests and family may be seriously injured or killed due to drowning or other injury. Renter hereby waves any and all claims of any sort, including claims for property damage, death, personal injury, pain, suffering, mental anguish, medical bills and treatment that may be incurred by Renter, his or her family and guests, and explicitly agrees to indemnify and hold Anchorage Marine, Inc. or Anchorage Boat Dock, its successors, and assigns HARMLESS from and against any and all liabilities, losses, costs, damages, expenses, including attorney's fees, claims, suits, and judgements in connection with the injury or death of any person(s), loss or damage to any property, including property of the Renter, arising out of or related to the Equipment or conduct of Anchorage Marine, Inc. and its employees regardless of whether such injury, death, loss or damage results in whole or part from any negligence of, tort liability of or breach of any duty owed under contract or statute by Anchorage Marine, Inc. its employees, its agents, or otherwise. "Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises."

O.C.G.A. 51-16-3

ABILITY TO OPERATE:

Renter warrants that he/she is **QUALIFIED** and **COMPETENT** to operate the Equipment rented, including any and all watercraft and agrees to operate the same in specified area in a careful and prudent manner at all times and to obey all rules governing use of said Equipment, including provisions of the Georgia Boat Safety Act. Renters agree not to allow Equipment to be left unattended. Renter acknowledges that he or she understands the aforementioned Act and the rules of safety for operating watercraft, including rules of the road and proper use of safety equipment. Renter acknowledges that he or she has been shown how to operate the watercraft rented, has been offered a lesson and has had an opportunity to ask questions about its operation.

RENTER AGREES TO AND ACKNOWLEDGES THE FOLLOWING RULES:

1. Renter is responsible for refilling the fuel (**at Anchorage Boat Dock only**) in any watercraft used during your rental before returning it to the docking area where you boarded. A fuel deposit is required in the form of a credit card. **Failure to fill vessel with gas at Anchorage Boat Dock will result in a FULL tank of fuel charged to your credit card. Returning late will result in an additional hourly fee for any part of an hour.**
2. **Once you take possession, NO refunds for weather. NO refunds for returning early.**

X _____

3. Renter is responsible for keeping the boat reasonably clean. Please do not throw trash away at gas dock. Instead, use the green dumpster located at rental shop in gravel parking area.
4. **If anyone in your party has recently received a SPRAY TAN before arrival, we ask that they use a towel instead of sitting directly on the seats, as the ingredients used in the spray tan process permanently stain the upholstery. An upholstery replacement fee will be charged if not adhered to. CIGARETTES: BURN MARKS ON SEATS \$500.00. BURN MARKS ON FLOORING \$1,000.00. NO EXCEPTIONS! X _____**
5. Renter is responsible for all damage to the vessel and or any other item or items you come in contact with while vessel is rented. A **\$115.00 per hour labor rate** will be charged for repairs. All items will be ordered through our suppliers to make necessary repairs. You are responsible for lost revenue during repairs. If you did something to the vessel (i.e run it out of gas, run battery dead,...etc.) and someone has to go out and get you, a **\$130.00 service fee** will be added to your bill. If for any reason we feel you are abusing the watercraft or rental items, you will forfeit the rest of your rental fee and the watercraft will be confiscated on the spot. Jet Skis: (rolling it over, cosmetic damage, sucking anything into the jet pump,...etc.) is your financial responsibility to repair. **Grilling on any vessel strictly prohibited. Any life jackets, tubes, ropes, skis, wakeboards,...etc, must be turned in and accounted for once your rental is complete. Renter will be charged a replacement fee for any missing items provided by Anchorage Marine, Inc.**
6. **DOGS ARE NOT ALLOWED! A \$100.00 cleaning fee will be added to your card if evidence of a dog onboard. Service animals allowed with documentation. X _____**
7. You and your party must adhere to and obey all Georgia boating laws and regulations. The 100' rule is in effect on all Georgia Lakes. 200' rule applies to wake surfing/boarding.
8. **Only persons whose signatures are on this Agreement are allowed to operate vessel.** Renter, as well as any person named below as a potential operator of the vessel, have **VIEWED** and **AGREE** that they **UNDERSTAND** the boater's safety video program approved by the Georgia DNR. Renter understands and acknowledges that only the Renter and the persons named below as potential operators of the vessel are the only persons allowed to operate the vessel. **No other person is allowed to operate the vessel under any circumstances!** If Renter allows any person to operate the vessel who is not authorized by this Agreement to operate the vessel, Anchorage Marine, Inc. reserves the right to seize the vessel and take the vessel immediately into its possession. If Renter allows any person other than those listed below to operate the vessel, Renter forfeits any deposits or payments made and will be charged for the remainder of the Agreement **NO EXCEPTIONS!**

VENUE AND JURISDICITON:

This agreement will be governed by the Laws of The State of Georgia and venue and jurisdiction for any dispute hereunder will be in the Superior Court of Rabun County, Georgia.

I CERTIFY THAT I AM 21 YEARS OR OLDER AND ALL EQUIPMENT IS PRESENT. I HAVE READ THE ENTIRE ABOVE AGREEMENT AND WILL ABIDE BY IT.

Print Name: _____

Signature: _____

OTHER POTENTIAL DRIVERS (MUST BE 21 YEARS OR OLDER / SHOW ID):

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____