



Michigan Boat Rental LLC

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I. CONSIDERATION

For and in consideration of being permitted to rent, use, operate, and/or ride in the watercraft and equipment provided by **Michigan Boat Rental LLC**, the undersigned acknowledges that there is good and valid consideration for the promises and covenants made herein.

The undersigned agrees that the terms and conditions contained in this Release, Waiver, and Indemnity Agreement constitute a legally binding contract.

INITIALS:

II. REPRESENTATIONS AND WARRANTIES

The undersigned represents, warrants, and agrees as follows:

1. The undersigned understands that there are inherent risks associated with the rental, use, operation, and riding of watercraft and related equipment provided by **Michigan Boat Rental LLC**, including but not limited to injury, illness, property damage, loss, paralysis, drowning, or death.
2. The undersigned voluntarily participates in activities involving the watercraft and equipment with full knowledge of these risks and assumes all risks associated with such activities.
3. The undersigned represents that they are physically and mentally capable of safely operating and/or participating in activities involving the watercraft and equipment.
4. The undersigned acknowledges that **Michigan Boat Rental LLC** has provided safety instructions, rules, and regulations relating to the watercraft and equipment. The undersigned agrees to follow all instructions, boating laws, safety requirements, and reasonable directions provided by Michigan Boat Rental LLC.
5. The undersigned acknowledges that they are the responsible renter and accepts responsibility for all persons who operate, occupy, ride in, swim from, or participate in activities involving the rented watercraft or equipment.
6. The Renter agrees that passengers, guests, operators, and towable tube participants are under the Renter's supervision and responsibility during the rental period.
7. The undersigned acknowledges that no minor shall be permitted to operate or participate in use of the watercraft or equipment unless a parent, guardian, or legally responsible adult accepts responsibility for that minor.
8. The undersigned acknowledges that they have had sufficient opportunity to read this Agreement, understand its terms, and voluntarily agree to be legally bound by it.

INITIALS:

III. RELEASE AND WAIVER

The undersigned, individually and on behalf of any minor for whom the undersigned is legally responsible, releases, waives, and forever discharges **Michigan Boat Rental LLC**, including its owners, employees, agents, representatives, servants, assigns, successors, and insurers (collectively "Releasees"), from any and all claims, demands, causes of action, liabilities, damages, or losses arising from or relating to the rental, use, operation, or riding of the watercraft or equipment.

The undersigned waives any right to bring claims against Releasees for personal injury, bodily injury, property damage, theft, or other loss arising from use of the watercraft or equipment, except where prohibited by applicable law.

The undersigned understands and agrees that Releasees shall not be responsible for injuries, damages, losses, or theft arising from participation in boating activities, even if caused in whole or in part by the negligence of Michigan Boat Rental LLC.

This release and waiver does not apply to claims arising from gross negligence or intentional misconduct by Michigan Boat Rental LLC.

INITIALS:

IV. INDEMNITY

The undersigned agrees to defend, indemnify, and hold harmless **Michigan Boat Rental LLC**, its owners, employees, agents, representatives, servants, assigns, successors, and insurers from and against any and all claims, damages, liabilities, expenses, losses, attorney fees, and costs arising out of:

1. The undersigned's use, operation, rental, or possession of the watercraft or equipment;
2. Any breach of this Agreement;
3. Any violation of boating laws, safety rules, or instructions;
4. Any claim made by any passenger, guest, operator, swimmer, or participant using the watercraft or equipment during the rental period;
5. Any claim made by or on behalf of a minor permitted by the undersigned to participate;
6. Any damage, loss, theft, or destruction of the watercraft, towable equipment, accessories, or other property belonging to Michigan Boat Rental LLC.

INITIALS:

V. RENTER RESPONSIBILITY FOR ALL OCCUPANTS

The individual signing this Agreement ("Renter") accepts full responsibility for every person who boards, occupies, operates, rides in, swims from, or participates in any activity involving the rented watercraft or equipment.

This includes:

- Passengers;
- Guests;
- Operators;
- Swimmers;
- Towable tube riders;
- Any other person permitted by the Renter to access or use the equipment.

The Renter agrees that all occupants must comply with this Agreement, all safety instructions, all boating laws, and all rules provided by Michigan Boat Rental LLC.

Any damage, loss, violation, unsafe conduct, expense, or breach of this Agreement caused by any occupant shall be the sole responsibility of the Renter.

INITIALS:

VI. TOWABLE TUBE ACTIVITIES (If Applicable)

The undersigned understands and agrees that participation in any towable tube activity is voluntary and involves additional inherent risks beyond those associated with operating or riding in a watercraft.

These risks include, but are not limited to, being thrown or falling from the tube, striking the water at high speed, collisions with the tow rope, tube, watercraft, docks, other vessels, submerged objects, other riders, sudden changes in direction or speed, rough water conditions, and serious bodily injury including head, neck, back, spinal injuries, paralysis, drowning, or death.

The Renter acknowledges and agrees that they are solely responsible for every person who participates in any towable tube activity during the rental period.

The Renter agrees to ensure all tube riders:

- Wear a U.S. Coast Guard-approved life jacket;
- Follow all safety instructions;
- Do not participate while impaired.

The Release, Waiver, Assumption of Risk, and Indemnity provisions contained in this Agreement apply equally to all towable tube activities and equipment provided by **Michigan Boat Rental LLC**.

The towable tube, tow rope, and all towing equipment remain the responsibility of the Renter while in the Renter's possession.

If the towable tube is damaged, lost, or stolen for any reason while in the Renter's possession, the Renter agrees to pay the full replacement cost of:

Five Hundred Forty-Nine Dollars and Ninety-Five Cents (\$549.95)

The Renter authorizes Michigan Boat Rental LLC to charge this amount to the payment method on file.

INITIALS:

VII. WATERCRAFT AND EQUIPMENT RESPONSIBILITY

The Renter accepts full responsibility for the rented watercraft, motor, trailer, towable equipment, ropes, anchors, safety equipment, accessories, keys, and all other property belonging to Michigan Boat Rental LLC from the time possession is taken until the equipment is returned and inspected.

The Renter agrees to pay for any damage, loss, theft, destruction, or missing equipment occurring during the rental period.

The Renter authorizes Michigan Boat Rental LLC to charge repair costs, replacement costs, labor, parts, towing, recovery expenses, cleaning fees, and other amounts due under this Agreement.

INITIALS:

VIII. NO SMOKING POLICY

Smoking or the use of any product that produces smoke or burning embers is strictly prohibited on or within the rented watercraft.

Vaping and electronic nicotine devices that do not produce smoke are permitted.

If evidence of smoking is found on the watercraft, the Renter agrees to pay a:

\$500 Smoking Damage and Cleaning Charge

In addition, the Renter agrees to pay:

\$500 for each item damaged by smoking

including, but not limited to:

- Seats
- Upholstery
- Vinyl
- Flooring
- Carpet
- Canvas
- Covers
- Cushions
- Electronics
- Dash components
- Boat cover
- Any other component of the watercraft

If the actual repair or replacement cost exceeds these amounts, the Renter agrees to pay the full actual cost.

INITIALS: 

IX. SECURITY DEPOSIT, CLEANING FEES, AND FUEL

A **\$500.00 Security Deposit** is required before taking possession of the watercraft.

The security deposit must be made using one of the following approved payment methods:

- Credit Card
- Zelle
- Cash App
- Venmo
- Apple Pay
- Another electronic payment method approved by Michigan Boat Rental LLC

The security deposit is held to cover any amounts owed under this Agreement.

The security deposit is **not automatically released** when the boat is returned.

Michigan Boat Rental LLC may retain the security deposit for **up to twenty-four (24) hours** after the rental ends to complete a full inspection of:

- Watercraft
- Motor
- Propeller
- Trailer
- Tube
- Tow rope
- Safety equipment
- Accessories
- Interior
- Exterior

Cleaning Charges

The boat must be returned in reasonably clean condition.

If additional cleaning is required, the Renter agrees to pay a cleaning charge of:

Up to \$250.00

depending upon the amount of labor and cleaning required to return the boat to rental condition.

Cleaning charges may include, but are not limited to:

- Mud
- Sand
- Excessive dirt
- Trash
- Food
- Beverage spills
- Fish remains
- Excessive water stains
- Bodily fluids
- Any condition requiring excessive cleaning.

Fuel Charges

The boat is expected to be returned with the same fuel level as when rented.

Unless returned full, fuel will be charged at:

\$80.00 per one-quarter (1/4) tank used.

Application of Security Deposit

The following charges may be deducted from the security deposit:

- Boat damage
- Tube replacement
- Equipment replacement

- Smoking charges
- Cleaning fees
- Fuel charges
- Missing equipment
- Late return charges
- Any unpaid rental charges
- Any other amounts due under this Agreement

If the total charges exceed the **\$500.00 security deposit**, the Renter remains fully responsible for the remaining balance and authorizes Michigan Boat Rental LLC to charge the payment method on file for any additional amount owed.

INITIALS:

X. ACKNOWLEDGMENT

The undersigned acknowledges and agrees that:

1. This Release, Waiver and Indemnity Agreement is a legally binding contract.
2. The undersigned has carefully read this Agreement in its entirety, understands all of its terms, and voluntarily agrees to be bound by them.
3. The undersigned has had the opportunity to ask questions regarding this Agreement and has received satisfactory answers.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. The undersigned accepts full financial responsibility for the rented watercraft, trailer, motor, towable tube (if rented), ropes, safety equipment, accessories, and all persons using or occupying the rented equipment during the rental period.
6. The undersigned authorizes Michigan Boat Rental LLC to charge any amounts due under this Agreement, including but not limited to damages, replacement costs, fuel charges, cleaning charges, smoking charges, late fees, and any other unpaid amounts.

INITIALS:

XI. PRE- AND POST-RENTAL INSPECTION

The Renter acknowledges that the watercraft and all equipment have been inspected prior to departure and that any existing damage has been documented.

The Renter agrees that Michigan Boat Rental LLC may photograph or video record the condition of the watercraft and equipment before and after the rental. These photographs, videos, inspection reports, GPS data, and other records may be used to determine responsibility for damages, missing equipment, cleaning charges, or other amounts due under this Agreement.

The Renter agrees to participate in the pre-rental inspection when possible and to promptly report any damage or mechanical issue that occurs during the rental period.

INITIALS:

XII. DRIVER'S LICENSE VERIFICATION

The undersigned certifies that they have provided a valid government-issued driver's license or identification card to Michigan Boat Rental LLC.

A copy of the identification presented has been attached to this Agreement.

Driver's License/Identification Attached: ☐ Yes ☐ No

INITIALS:

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the rental and use of the watercraft and supersedes all prior oral or written agreements regarding the subject matter herein.

No modification of this Agreement shall be effective unless made in writing and signed by Michigan Boat Rental LLC.

This Agreement shall be governed by the laws of the State of Michigan.

INITIALS:

RENTER INFORMATION

Renter Name (Printed):

Address:

Phone Number:

Email Address:

ACKNOWLEDGMENT OF RECEIPT

By signing below, I certify that:

- I have read this entire Agreement.
- I understand all terms and conditions.
- I voluntarily agree to all provisions contained herein.
- I accept full responsibility for the rented watercraft, equipment, and every person using or occupying the watercraft during the rental period.
- I authorize Michigan Boat Rental LLC to charge my payment method for all amounts due under this Agreement.
- I acknowledge receipt of the watercraft and equipment in satisfactory condition unless otherwise noted on the inspection form.

RENTER SIGNATURE

Signature:

Printed Name:

Date:

OFFICE USE ONLY

Rental Date: _____

Rental Time Out: _____

Return Time: _____

Beginning Fuel Level: _____

Ending Fuel Level: _____

Security Deposit Received: ☐ Yes ☐ No

Deposit Amount: \$500.00

Payment Method:

☐ Credit Card

☐ Zelle

☐ Cash App

- ☐ Venmo
- ☐ Apple Pay
- ☐ Other: _____

Cleaning Charge: _____

Fuel Charge: _____

Smoking Charge: _____

Equipment Damage: _____

Tube Damage: _____

Additional Charges: _____

Total Charges: _____

Deposit Released Date/Time:

Representative Initials: _____