

BOAT RENTAL AGREEMENT, RELEASE AND INDEMNIFICATION

Date: _____

Renter Information



Name: _____

Phone: _____

E-mail: _____

Driver's License State & No.: _____



Credit Card No. _____

Exp: _____ CV Code: _____ Billing Zip: _____

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Clemson Boat Rental ("Boat Owner") agrees to rent the Boat listed below to Renter (identified above) for the time specified and subject to all terms and conditions set forth below.

Boat Identification: _____ Rental Date: _____

Start Time: _____ End Time: _____

1. Inspection of Equipment. Boat Owner certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.
2. Damage to Equipment. Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that Boat Owner reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental.
3. Prohibited Activities. The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
 - a. Smoking;
 - b. Operating the boat while intoxicated;
 - c. Operate the boat with more people on board than the boat is rated for;
 - d. Allowing pets weighing more than 25 lbs.

- e. Allowing more people on the boat than what the boat is rated for;
4. Renter Warranties and Representations. Renter represents and warrants the following:
 - a. That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times;
 - b. That he/she is adequately familiar with the operation of the boat;
 - c. That he/she will operate the boat in a safe manner at all times;
 - d. The he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat.
 5. Release and Waiver of Claims. Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner'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 Boat Owner.
 6. Indemnification. Renter hereby expressly agrees to indemnify and hold harmless Boat Owner, Boat Owner'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.
 7. Cancellation Policy. If Renter cancels his / her reservation within 7 calendar days of the reservation, Renter shall forfeit the deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate date. If inclement weather causes the rental period to end prematurely, the rental rate shall be prorated based on the time used.
 8. Life Jackets. Any person under the age of 13 must wear a life jacket at all times while on the boat. **All persons must wear life jackets while swimming from the boat.**
 9. Governing Law. This Agreement is governed, construed, and administered according to the laws of South Carolina, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of South Carolina.
 10. Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.
 11. Review of Safety Procedures. The Renter has read and understands the safety guidelines on Clemson Boat Rental's web site.

Dated: _____

 Renter's Signature (seal)

Clemson Boat Rental LLC, Boat Owner

 Authorized Representative (seal)



KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating Practices

••••• A Checklist from the U.S. Coast Guard and this Company •••••



- I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- I understand that life jackets sized for adults are unsafe for children.



- I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).

- IF I OR THE OTHER BOAT FAIL TO ACT -



- I understand there is the threat of a collision and it is my responsibility to slow down, steer away and/or stop.



- I understand that when I meet another boat head-on I should steer to the right (starboard).



- I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



- I understand that I must yield (give way) to all boats under sail.



- I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I understand that using alcohol, drugs and certain prescription medications may impair my ability to operate this boat safely.
- I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers never to dive or jump off of a moving boat.



- I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.



- I understand that five short blasts of a horn or whistle signal danger or need for assistance.



- I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons® and individual states which would help me when I rent or operate boats.

PONTOON/DECK BOAT



- I understand that under Federal and/or State law it is a **crime** to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

- I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



- I will take a head count to make sure all passengers are present and accounted for before starting the motor.

- I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



- I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

- I will not use any generator that is not supplied as part of the rental package on this boat.



- I understand that this boat has no brakes, so that stopping quickly may be difficult or impossible if I am going too fast.



- I will not operate this boat at speeds that are unsafe for the conditions.

- I will obey No Wake zones/signs.



- I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



- I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



- I have been informed of the total capacity of ____ people and ____ lbs of gear for this boat. I will not exceed that limit.

- I understand that overloading this boat is unsafe and against the law.



- I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).

- I will anchor this boat only from the front (bow).



- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

- I will instruct my passengers **never** to dive or jump off of a moving boat.

- I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



- I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



- If this boat is equipped with an engine cut-off device, I will use it.

- I have received an operational orientation for this boat and understand that a written manual is on board.

Signed

Date