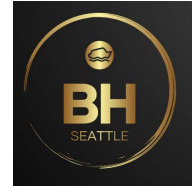


# PONTOON RENTAL, WAIVER AND RELEASE OF LIABILITY AGREEMENT



Renter's Name on Driver's License: \_\_\_\_\_

Phone: \_\_\_\_\_ Address on Driver's License \_\_\_\_\_

Birth Date: \_\_\_\_\_ Email address: \_\_\_\_\_

Rental date and time \_\_\_\_\_

Owner agrees to rent a 2009 Smoker-craft pontoon boat, WN6078GJ (the "Boat") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided. This Agreement is applicable to all renters, operators, passengers, and users of the Boat. The term "Owner" includes all of Owner's employees, agents, representatives, servants, assigns, successors, and insurers.

**READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BOAT OWNER FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY BOAT OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF OWNER.**

## I. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner. **Initials of Renter/Operator:** \_\_\_\_\_

## II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the Boat at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the Boat, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of Owner.** **Initials of Renter/Operator:** \_\_\_\_\_

## III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat, **even if such damages arise out of the negligence or fault of Owner.** **Initials of Renter/Operator:** \_\_\_\_\_

\_\_\_\_\_  
RENTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
OPERATOR/PASSENGER

\_\_\_\_\_  
OPERATOR/PASSENGER

\_\_\_\_\_  
OPERATOR/PASSENGER

\_\_\_\_\_  
OPERATOR/PASSENGER

\_\_\_\_\_  
OPERATOR/PASSENGER

## **Additional Terms and Conditions**

**1. Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the Boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Owner, and any applicable laws or regulations of the state of Washington. Renter shall be responsible at all times for the safety of any and all passengers in and around the Boat.

**2. Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the Boat: There is **no smoking** while in the Boat. There are **no drugs** permitted in the Boat. There are **no pets** permitted in the Boat. **No people must be present on the unfenced deck of the pontoon or sun pad while it is moving.**

**3. Life Jacket Requirement.** A life jacket recommended to be worn at all times by all people during use of the Boat.

**4. Unsafe Use.** If at any time Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

**5. The Damage Deposit:** **A damage deposit of \$500** will be collected and held. The deposit will be applied toward the cost to repair any and all damages suffered to the Boat during the time of the rental. If the cost of repair exceeds the damage deposit, Renter agrees he/she is fully responsible for the remainder of the costs incurred to restore the Boat to the condition it was in at the time the rental began. Should any damages exceed the damage deposit, Owner will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental).

**6. Condition of Boat upon Return.** The Renter shall return the Boat to Owner on or before the termination date and at the specified location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, and accessories, ordinary wear and tear excepted.

**7. Clear Photos of boat's propeller and lower unit must be submitted before and after the rental. Damaged propeller \$350. Damaged Lower Unit \$2500**

**Cleaning fee of \$175 is applied to all boats return in dirty condition. Please clean up upon return.**

**8. Fuel fees \$100 refuel fee + cost of fuel applies to rentals returned without being refueled. Please refuel.**