



# **2023 LKGSR RESOURCE GUIDE**

- **LAKE GASTON INFO**
- **AREA ATTRACTIONS**
- **RENTAL FORMS**
- **SAFETY & REGULATION**

## **AVALON PONTOON RENTALS**

**1 DAY \$399**

**MULTIDAY \$329**

## **AVALON TRITOON RENTALS**

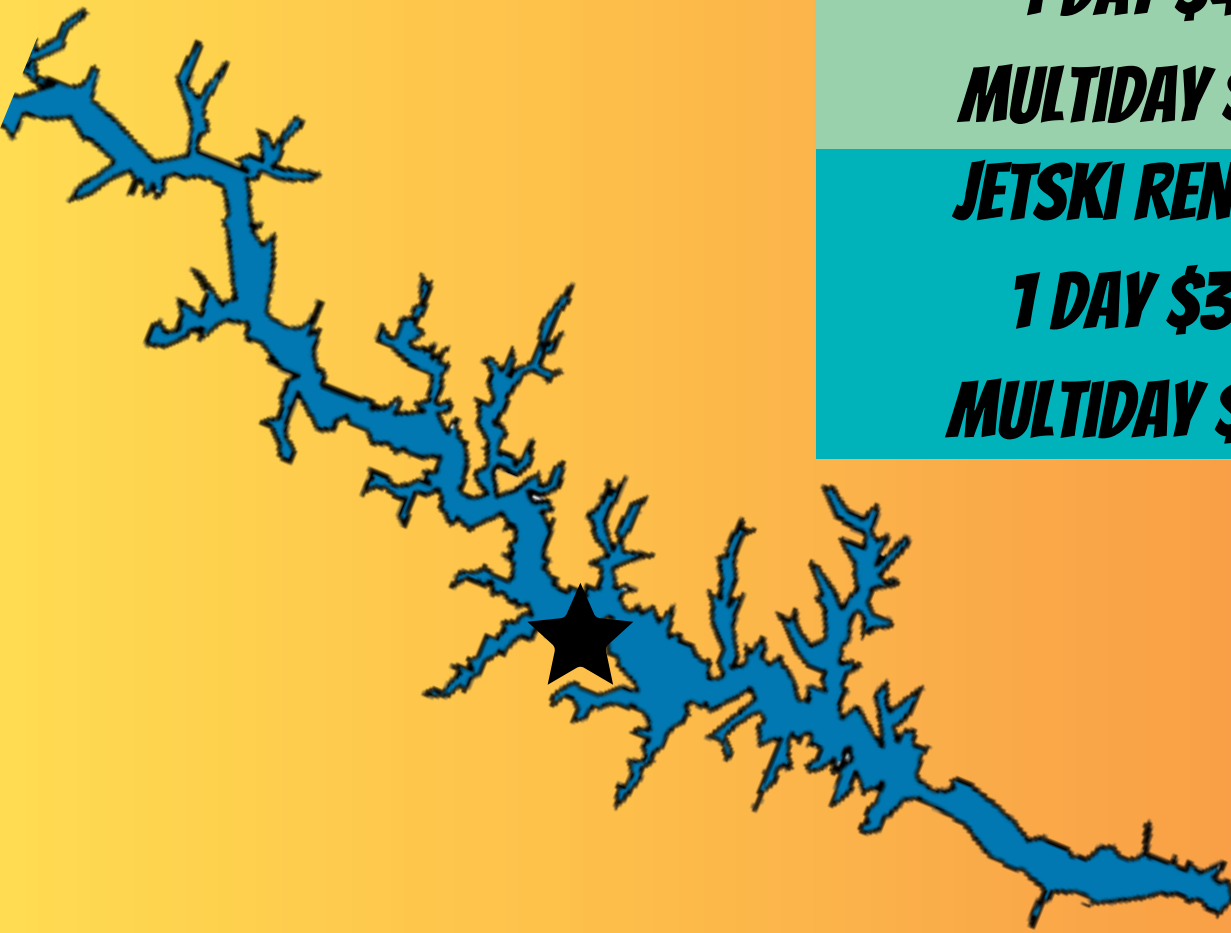
**1 DAY \$499**

**MULTIDAY \$429**

## **JETSKI RENTALS**

**1 DAY \$399**

**MULTIDAY \$349**





## PREMIER WATERSPORTS SCHOOL AND BOARDSHOP

### LEARN

Whether you're a beginner or an advanced rider, we can take your skills to the next level! Get private lessons in wakeboarding, wakesurfing, waterskiing, and foiling with an AF Wake coach or from 3x-world champion wakeboarder, Adam Fields.



### CREATE MEMORIES

Our camps and charters are great ways to get your family, friends, or company outing to enjoy Lake Gaston in style with our new Malibu & Axis boats!



### HAVE FUN ON THE WATER

AF Wake offers a variety of rental watersports gear! From tubes and water mats to boards and e-foils, we got you covered.



### MEET NEW PEOPLE

The Big Air Fair and the AF Wake Watersports Championship are our most noteworthy summer events! Mark your calendars and join the fun with other enthusiasts who share the love of watersports.



### Private Lessons

Team Coach - Your Boat: \$105/hr

Adam Fields - Your Boat: \$175/hr

Team Coach - Pro Boat: \$225/hr

Adam Fields - Pro Boat: \$275/hr

\*We can travel to your location! Travel fees will apply\*

### Camps

(June 5th-Aug. 18th)

Wakeboard & Surf Camp - \$225/camper

Kids Camp - \$130/camper

### Charters & Outings

-\$225/hr \*2 hours minimum\*

-4 Hours (Half-day): \$850

-8 Hours (Full-day): \$1700

### E-Foiling

-Private Lesson (One Board): \$175/hr

-Group Lesson (Two Boards): \$300/hr

\*We can travel to your location! Travel fees will apply\*

### Events

-Big Air Fair: June 17th 2023

-Wake the World: July 14th, 2023

-AF Wake Watersports Championship:  
September 23-24th, 2023



252-536-9063

www.afwake.com

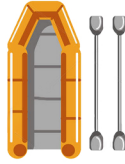
1881 EATON FERRY RD LITTLETON NC, 27850

FOR MORE INFORMATION AND PRICING, VISIT US AT  
WWW.AFWAKE.COM OR CALL (252) 536-9063



# AF WAKE RENTAL GEAR SAFETY CHECKLIST

Check for any visible signs of damage: Before using any water sports gear, inspect it thoroughly for any signs of damage, such as cracks, tears, or frayed ropes.



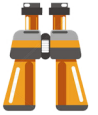

Know your skill level: Be honest about your skill level and choose equipment that is appropriate for your abilities. If you are a beginner, choose equipment that is designed for beginners, and avoid advanced tricks that could lead to accidents or injury.




Wear proper safety gear: Always wear a personal flotation device (PFD) when engaging in any water sports activity. Additionally, wear any other appropriate safety gear, such as helmets, wetsuits, or gloves.




Be aware of weather conditions: Check the weather forecast before you head out on the water, and be aware of any changes in weather conditions while you are out. Avoid using water sports gear during severe weather, such as thunderstorms or high winds.




Follow weight and size limits: Make sure that you adhere to any weight or size limits specified by the rental company. Overloading equipment can cause it to fail, leading to accidents or injury.




Stay within designated areas: Follow any designated areas for water sports, and avoid high traffic areas. Stay at least 200 feet away from any hazardous areas, such as docks, piers, or underwater structures.




Use appropriate signals: Use appropriate hand signals or communication methods with others in your group to avoid collisions or other accidents.




Safety for nearby boaters: Do not follow closely behind other boats, or whip into other boats wakes. Surrounding drivers cannot read your mind; make decisions that are for the safety of your riders, yourself, and fellow boaters.

No drugs or alcohol: It is essential that individuals abstain from the consumption of drugs or alcohol while engaging in water sports activities. The impairment caused by these substances can significantly diminish coordination, judgment, and reaction time, posing a serious risk of accidents or injury.




Return equipment in good condition: Always return the equipment in the same condition as you received it. Clean any gear that you used and report any damage to the rental company. This will help ensure that the equipment is ready for the next user and keep everyone safe.

## GEAR GUIDELINES

### ROPES:

Make sure to check entire rope for frays or weak spots. Secure your rope by bringing the main-line through pre-made desired loop length, making a second loop, then hook to mounting location. **DO NOT** make new knots in rope to pull rider.

### WATERSKIS:

Make sure skis are properly secured. Recommended speeds,  
Children: 15-22mph, Adults 22-28mph.  
For your safety and the safety of others, avoid high traffic areas and stay in a straight line

### WAKESURF BOARDS:

**WAKESURFING BEHIND AN OUTBOARD BOAT IS STRICTLY PROHIBITED.**

Recommended speeds 10-12mph.  
For your safety and the safety of others, avoid high traffic areas. Do not wakesurf in creeks, stay in main lake.

### KAYAKS / PADDLEBOARDS:

Stay along shoreline, away from any boaters path. Do not paddle in the middle of creeks or main lake.

\*PFD must be worn at all times while on any rental equipment.\*

### TUBES:

Rated for three children, or two adults. Do not exceed speeds of 20 mph. For your safety and the safety of others, avoid high traffic areas, and do not whip into boat wakes. Do not leave tube in direct sunlight for an extended period of time.

### WAKEBOARDS:

Make sure wakeboard is properly attached. Recommended speeds,  
Children/Beginners: 12-16mph,  
Adults/Intermediate Riders: Less Than 21mph.  
For your safety and the safety of others, avoid high traffic areas and stay in a straight line.

### WAKE FOILS:

**DO NOT WAKE FOIL CLOSER THAN 15 FEET BEHIND AN OUTBOARD BOAT.**

Recommended speeds 5-10mph.  
For your safety and the safety of others, avoid high traffic areas.

Renters Print Name: \_\_\_\_\_

Renters Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# 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 \_\_\_\_\_



# KEEPING YOUR PWC EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating Practice

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

## General Operation

- I understand that the PWC I am renting is a high-performance boat, not a toy, and as such I will carefully observe and follow the instructions and safety rules I receive from my rental operator.
- I will ensure I have enough gas for my return back to the rental livery. I understand a good rule of thumb regarding fuel use is one-third out, one-third back in, and one-third in reserve.

## Safety Equipment

- I will pay close attention to the required safety equipment instructions provided by my rental livery operator so that I am able to use it in the case of an emergency.

## Life Jackets/Protective Wear

- I will ensure my passengers and I each have a U.S. Coast Guard approved life jacket that is the proper size for the intended wearer, is in good and serviceable condition (including straps and zippers) and is properly stowed.
- I understand that the U.S. Coast Guard recommends that I always wear a life jacket while underway on a boat and that many states require life jacket wear while operating a PWC. It is my responsibility to check with my livery operator or local Marine Patrol agency regarding state requirements.
- I understand that it is highly recommended to wear protective clothing such as a wet suit or wet suit bottom while operating the PWC due to the risk of internal injuries if water is forced into body cavities as a result of falling into the water or being near the jet thrust nozzle.

## Starting/Stopping the PWC

- Before starting the engine, I will securely attach the engine shut-off cord/lanyard to my wrist or life jacket and wear it at all times, keeping it free from the handlebars so that if I fall off of the PWC, the engine will stop.
- I understand that in order to turn off the engine, I need to push the stop button. I understand that the throttle controls the speed of my PWC. I understand that I should apply the throttle lever on the handle to accelerate and release it to slow down.

## Braking/Stopping

- I understand that stopping the engine will not stop the forward motion of the PWC, and that on most PWC's, steering control is lost when the throttle is released or when the engine is turned off.

## Riding at Night

- I will not ride at night, as I understand that my PWC does not come equipped with navigation lights and most states do not allow PWC operation at night.

## Safe Operation

- When operating my PWC, I will maintain a proper lookout and scan constantly with sight and hearing, being alert for conditions that limit my visibility or block my vision of others..
- I will always operate my PWC at safe speeds, taking into consideration the conditions around me, including other boats, weather, and visibility.
- I will refrain from weaving through vessels that are underway, stopped, moored or at anchor while exceeding a reasonable speed. I will not operate my PWC at an excessive speed in a slow speed area or in a swimming area with swimmers present.

## Negligent Operation

- I will avoid making sharp turns and other maneuvers that make it difficult for others to avoid colliding with me or to understand where I am going.
- I will not jump wakes or waves, nor will I steer toward an object or person and then turn sharply in close proximity to that object or person in order to spray or attempt to spray them with the wash or jet spray of the watercraft, as this is unsafe operation.

## Towing

- I will not tow with my PWC unless my PWC is designed and equipped for towing.
- I have been notified by my rental livery operator about state/local requirements related to towing.

## Children and PWC's

- I have been notified by my rental livery operator what the minimum age requirement is for children to operate a PWC, and I understand that just because a child can reach the throttle of a PWC doesn't mean that they should.

## Jet Drive Intake


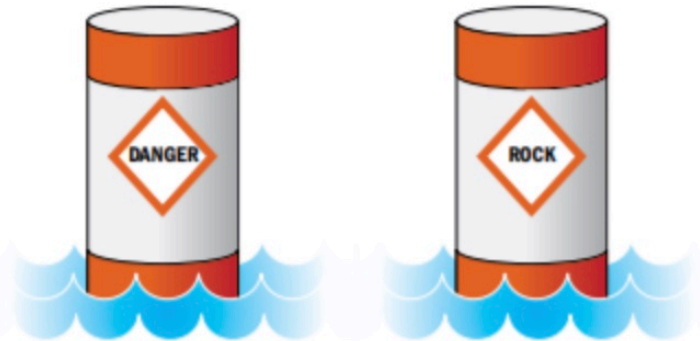

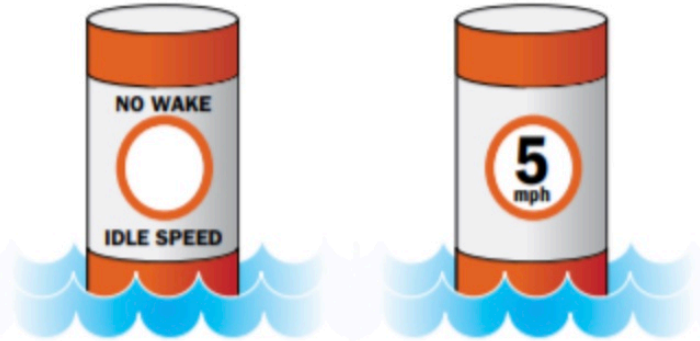

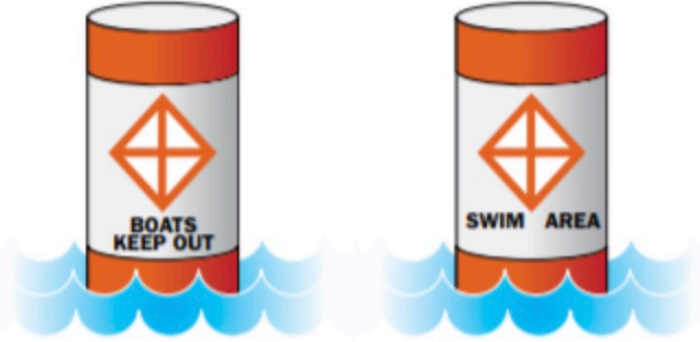


- I understand that the jet drive intake has tremendous suction and will pull loose items, such as long hair, sand, stones, fishing line, loose clothing, or life jacket straps through the jet drive. I will keep these objects away from the intake grate.
- I will not apply the throttle when anyone is standing or swimming anywhere near the PWC.

## Capsizing

- If I capsize in open water, I understand I should swim to the rear of the PWC and turn it upright. I am aware that a most PWC's have a decal at the bottom or rear of the vessel that indicates the direction to roll your PWC to return it to an upright position.

Signed

Date

<b>Symbol</b>	<b>Meaning</b>	<b>Examples</b>
	<p><b>Danger</b></p> <p>A diamond shape alerts boaters to hazards</p>	
	<p><b>Restricted Operations</b></p> <p>Marks with a circle indicate areas with regulated operations</p>	
	<p><b>Exclusion</b></p> <p>A diamond shape with a cross means boats are prohibited from the area</p>	
	<p><b>Information</b></p> <p>Marks with a square provide helpful information such as directions, distances, and locations</p>	



# Credit Card Approval for Damaged or Missing Items

Fun and Sun Enterprises LLC

DBA

Lake Gaston Summer Rentals

252-532-3537

In the Occurrence of damage or loss by the renter, Lake Gaston Summer Rentals has the right to charge the primary renter for the amount needed to replace rental equipment or repair physical damage to the rented vessel and is not limited to damages listed.

<b>Pontoon Boat /PWC</b>	
Missing Dock Line	\$20
Missing Fender/Bumper	\$35
Fuel Refill	\$6 per Gallon
Prop Damage/Lower Unit	\$500-\$3,000
Flooring Tear	\$150
Seat Tear	\$400 if larger than 10 cent dime. \$250 if under.
Paint chip/Scrape/dent	\$500 per 6"
Fiberglass & Aluminum Repair	\$500 anything under 3"
Bimini Top Replacement	\$500-\$3500
Bimini Top Canvas Replacement	\$750
Bimini Top Canvas Repair	\$250
Bimini Front Bow	\$1000
Rear Bow	\$1200
Bimini Light	\$125
Bimini Arms	\$100 eqch
Avalon Pontoon Boat Frame	\$2000
Avalon Tritoon Boat Frame	\$2000
Regular Pontoon Boat Frame	\$1500
Classic Pontoon Boat Frame	\$1000
Pontoon Ladders	\$250
Classic Pontoon Ladders	\$150
Gas Cap	\$30
PWC Corner/Front bumpers	\$150
Debris in Jetdrive/Jetdrive Damage	\$500-\$1200
Dock Call	\$50
Tow Charge	\$75
Excessive cleaning fee	\$75
Water in Engine	\$1200- \$5000
Error code 159 on Jetski	\$1,100+
Anchor Missing	\$65
Pontoon Corner Caps	\$200

I understand Lake Gaston Summer Rentals is aware of the current damage and fuel level for the rental and I will be held responsible for damage or loss of rental equipment during the rental period. By providing my signature below, I agree to abide by all parts of this contract.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

# Damage & Hazard Tips & Information

We keep our boats our boats in top not running condition. Unfortunately, that does require that we stay vigilant in charging and repairing. It is a loss for everyone whenever damage is incurred and try our best to set everyone up for success!

By approaching the dock slowly, tying up the boat properly, avoiding hazard areas, always lowering the bimini top, and returning the equipment, you can avoid it! Here is a quick breakdown of expensive damage.

- Propellor Damage Charge is \$500. That includes \$300 for the lower unit damage, \$120 for a new propellor and \$80 for labor.
  - Lower unit
    - When the prop hits the ground there is unfortunately more damage done to the entire vessel other than just the propellor. The propellor is directly connected to the lower unit which is the engines transmission. When it hits it grinds the gears and we have found that a new one is need after 10 hits. Our cost on the lower unit is \$3000. We spread that cost over the 10 hits.
  - Engine Mount
    - This is where the boat is welded together and an engine is fastened. This gets stressed and does require maintenance over time.
  - Propellor
    - We do charge for a new one at our cost of \$120
- Bimini Tops are very expensive. When they hit a bridge, it usually results in many or most parts needing to be replaced. We have a breakdown listed on the damage sheet. We charge the lessor amount through replacing/repairing parts of the bimini or a complete replacement for \$3000.

Lake Gaston is a very boater friendly lake but there are a few things to keep in mind. Lake Gaston hazard areas are marked well by danger buoys but other shallow areas may not be marked if they fall under common rules of thumb.

- Boating tips and common rules of thumb
  - Never drive close to danger buoys and if they are near shore, do not drive between them and the shore
  - If you are visiting the Lake Gaston Dam, make sure to stay well outside the danger buoys.
  - If you see several danger buoys in a row, they are marking one long underwater structure
  - Stay 200 feet off docks and shorelines
  - Pay attention to the shoreline, if you are rounding a point or peninsula make sure to swing extra wide. Typically, sandbars are associated with these structures and are not marked.
  - Do not venture to the very back of creeks and coves because they may be shallow
  - Often, if a shoreline is not developed it may be due to shallow water depth.
  - Lake Gaston's water level does not fluctuate much so it does not have much hazardous debris in the water such as large stick or logs. BUT it is still wise to keep a general lookout!
  - If you go over 5000 RPMs the boat will use much more gas and will not gain much speed. It is best to cruise at lower RPMs for best gas consumption rate.
  - Many gas stations close by 5. It is a great idea to refill the vessel before the end of day for multi day rentals. Washburns marina (East Side) and Holly Grove Marina (West Side) typically are open the latest.
  - **Remember to always lower the bimini top for every bridge you go under.**

# Troubleshooting

## Pontoon

1. Engine turns over but will not start.
  - a. Make sure kill switch connected
  - b. Make sure engine is trimmed all the way down
  - c. Make sure you have gas
2. Engine will not turn over.
  - a. Make sure throttle is in neutral
  - b. If throttle is in neutral and still not cranking the battery is dead from the accessories being left on. Call us
3. Throttle is stuck in gear. (Vessel may have cut off randomly)
  - a. Trim the engine up and check propellor for rope tanglement
4. Vessel starts but cuts off when is put into gear.
  - a. Trim the engine up and check propellor for rope tanglement
5. Depth finder deep water or shallow water alarm beeping
  - a. It is beeping because it was programmed to beep in shallow or deep water.
  - b. The shallow water setting can be changed by holding the "up button" for 3 seconds. If you adjust to "0" it will turn off the alarm function
  - c. The deep-water setting can be changed by holding the "down button" for 3 seconds. If you adjust to "0" it will turn off the alarm function
  - d. If all else fails it is possible to "turn off" by holding both the "up" and "down" buttons for 10 seconds. To turn back on simply repeat.

## Jetski

6. Engine will not turn over.
  - a. Make sure kill switch is connected
7. PWC Shut off randomly and will not start OR it cranks and drives very slowly
  - a. You most likely have sucked something into the jet drive.
  - b. IF it is just grass/seaweed you can try to clear it by removing from the grate underneath the PWC. (Make sure to have engine cut off)
  - c. IF it is inside the jet drive, please dock it immediately and call us.
8. PWC is beeping
  - a. Most likely the PWC has run low in oil and needs 1 quart. Please call us.
  - b. IF it is driving slowly and beeping, it most likely has debris in the jet drive. Call us immediately.
9. PWC has flipped over
  - a. Make sure to right it in a clockwise direction.
  - b. Call us immediately after docking and making sure everyone is safe. You will want us to make sure there is no water in the engine before cranking.



# 2023 RECOMMENDED REALTORS

**PEA HILL**  
TEAM REALTORS®

crystal dickens  
Pointe Realty Group  
LAKE GASTON

LAKE REALTY  
Liz Christensen  
Dee Price  
exp REALTY 252.270.LAKE

Lake Gaston Edge Realty  
1953 River Rd, Suite A  
Henrico, NC 27842  
Cell: 757.635.7388  
Office: 252.519.3118  
Email: Linda.EdgeRealty@gmail.com  
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# 2023 CORPORATE SPONSORS

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CUSTOM HOMES  
www.buildersatlakegaston.com  
david@williamsbuildersinc.com  
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NC SIDING  
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TOYOTA  
THE FAMILY STORE

# Lake Gaston Information

Thank you for renting with Lake Gaston Summer Rentals! We hope that you have an amazing rental experience with us on Lake Gaston.

Lake Gaston is a hydroelectric reservoir in the eastern United States.<sup>[1]</sup> Part of the lake is in the North Carolina counties of Halifax, Northampton and Warren. The part extending into Virginia lies in Brunswick and Mecklenburg counties. Lake Gaston is roughly 35 miles (56 km) long and covers over 20,000 acres (81 km<sup>2</sup>), with 350 miles (560 km) of shoreline.

The area surrounding the lake is home to more than 150,000 residents. The nearest towns are Littleton and Roanoke Rapids in North Carolina, and Clarksville, Bracey and South Hill in Virginia.

The lake is not federally owned. It was formed when the Virginia Electric Power Company (VEPCO) built Gaston Dam on the Roanoke River to generate electricity for Dominion Resources, which owns the lake.<sup>[2]</sup> The dam is located on the North Carolina side and generates electricity for Dominion North Carolina Power, which is the North Carolina operating company of Dominion Resources. The dam includes four hydroelectric generators, with a total generating capacity of 224 megawatts.<sup>[3]</sup>

Lake Gaston, fed by water from Kerr Lake upstream, and supplies water to Roanoke Rapids Lake downstream, a smaller predecessor to Lake Gaston. One of the few areas in the country with three hydroelectric dams in close proximity to one another.

Lake Gaston has long been famous for fishing and other water recreations. The lake is a favorite vacation spot because it is close to the Research Triangle region of North Carolina, I-85, and I-95. Lake Gaston, built for flood control, hydroelectric power, and recreational enjoyment, includes such activities as fishing, boating, swimming, water skiing, and wakeboarding.

## Other Facts

- Water Fluctuation: 1 foot or less-normal conditions
- Water Quality: High, Level II
- Dam Completed: 1963
- Dam Length: 3600 ft.
- Average Summer Temperature: 76.5 F.
- Average Winter Temperature: 42.4 F.
- Fish Present: \*Bass, \*Striped Bass, \*Walleye, Bream, Crappie, Perch, Catfish - (\*) Varieties stocked by VA & NC Wildlife
- Insect Control: Mosquito

# Lake Gaston Information

## Waterfront Restaurants & Gas

Marinas				
Washburn's Marina	Rt. 1214 River Rd. Bridge of Pea Hill Creek Henrico, NC	(252) 537- 1335	NE	Gas Pump, Convenient Store, Ice Cream, Grill, Bait & Tackle
Holly Grove Marina	8826 Hwy 903 Bracey, VA	(434) 636- 3455	NW	Gas Pump, Convenient Store, Ice Cream Grill, Bait & Tackle
Poplar Pointe Marine	183 Hendricks Mill Rd. Hwy 903 Bridge on Poplar Creek Bracey, VA	(434) 636- 2175	North West	Gas Pump, Store
Eaton Ferry Marine	1865 Eaton Ferry Rd Littleton, NC	(252) 586- 4661	SE	Gas Pump
Thousand Trails	Hwy 903 Little Stonehouse Creek Littleton, NC	(252) 586- 4121	SE	Gas Pump, Convenient Store
Stonehouse Timber Lodge	154 Stonehouse Lodge Dr. Littleton, NC	(252) 586- 3012	SE	Gas Pump
Waterfront Restaurants				
The Pointe	1865 Eaton Ferry Road Littleton NC 27850	252- 586- 0466	SW	Waterfront Restaurant. Outdoor Music Venue Call ahead Large Groups
Watersview	2107 Eaton Ferry Road Littleton NC 27850	252- 586- 2814	NW	Waterfront Restaurant Call ahead for large groups
Shady Shack	183 Hendricks Mill Road Bracey VA 23919	434- 636- 2175	NW	Waterfront Restaurant
Off Water Restaurants				
Kennon House	7001 Gasburg Road Valentines VA 23887	434- 577- 2680	NE	Southern Cooking
Lake Gaston Coffee Company	104 Wellington Way Littleton NC 27850	252- 966- 7338	NE	Amazing Coffee, breakfast and more
Subway	2377 Eaton Ferry Road Littleton NC 27850	252- 629- 2541	NE	Sandwiches



# Lake Gaston Information

Lake Gaston Pizza	2463 Eaton Ferry Road Littleton NC 27850	252-586-8086	NE	Pizza, wings, hoagies etc..
Pino's Pizza	4331 Gasburg Road Gasburg VA 23857	434-577-2120	NE	Pizza, wings etc..
Casa Mia's	208 E South Main St Littleton NC 27850	252-586-6060	SE	Pizza, wings etc
Grandpas BBQ	149 E South Main St Littleton NC 27850	252-586-3211	SE	NC BBQ!
San Lucas Mexican	235 Mosby Ave Littleton NC 27850		SE	Mexican
Blue Jay Bistro	141 E South Main St Littleton NC 27850	252-586-2399	SE	Fine Dining
Jenny Cakes	386 Lizard Creek Rd, Littleton, NC 27850		NE	Bakery
Daphne's Coffee Shop	137 E South Main St, Littleton, NC 27850	252-586-1781	SE	Coffee Shop
<b>Area Attractions</b>				
AF Wake Inc.	1881 Eaton Ferry Road Littleton NC 27850	252-536-9063	SW	World Famous Watersports School and Shop
Lake Gaston Golf Club	890 Baird Road Gasburg VA 23857	434-577-2888	NE	Golf Course
Blues Brothers Charters	810 Willie Gray Road Timberlake NC 27583	919-724-2474		Fishing Charters
Family Fun Center	300 Lake Resort Drive Gasburg VA 23857	434-577-2075	NE	Bowling, Mini Golf
Wakeboard Willies	2475 Eaton Ferry Road Littleton NC 27850	252-586-6866	NE	Ice Cream
Norton's at the Lake	3358 River Road Henrico NC 27842	252-410-0571	NE	Mini Golf and Market
Cryptozoology Museum	300 N Main St Littleton, NC 27850	631-220-1231	SE	Museum

# Lake Gaston Information

Frank's Fine Arts	135 E South Main St Littleton NC 27850	252-532-6268	SE	Art Gallery
Sylvan Heights Bird Park	500 Sylvan Heights Park Way Scotland Neck 27874	252-826-3186	Further away	Rare Bird Zoo
7 Springs Vineyard	332 Axtell Ridgeway Rd, Norlina, NC 27563	252-529-9002	SW	Vineyard
Rosemount Vineyard	1050 Blackridge Rd, La Crosse, VA 23950	434-636-9463	NW	Vineyard
<b>Parks and Recreation</b>				
Buck Springs Park	217 Nathaniel Macon Littleton NC 27850	252-257-3115	SW	Park, Playground and Walking Trails
Littleton Town Park	115 Church St Littleton NC 27850		SE	Park and Playground
Medoc Mountain State Park	1540 Medoc State Park Hollister, NC 27844	252-586-6588	SE	Walking Trails
Check out historic Warrenton! Home to other amazing restaurants and breweries.				
Check out historic Halifax. Birthplace of FREEDOM! Home to Hen and the Hog fine dining.				

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**WATERSPORTS AND BOATING WARNING, ASSUMPTION OF DANGERS AND RISKS, RELEASE OF LIABILITY, INDEMNIFICATION & RENTAL AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**I. DEFINITIONS.**

“**Participant**” means each person who is participating in the Activity as defined in this Section I. The “**Undersigned**” means only the Participant when the Participant is age 18 or older OR both the Participant and the Participant’s Parent or Legal Guardian individually where the Participant is under the age of 18 AND includes any signatory to the Agreement. “**Parent or Legal Guardian**” shall mean the legal parent, legal guardian, or person over 18 years of age duly authorized by the Parent or Legal Guardian to serve as their agent and enter into the Agreement on behalf of a minor. “**Released Parties**” means Fun & Sun Enterprises LLC d/b/a Lake Gaston Summer Rentals and any of its respective successors in interest, affiliated organizations and companies, subsidiary companies, leased or owned personal watercraft and/or equipment and/or vessels (including any engines, sails, tackle, apparel, appurtenances, etc. as applicable), equipment, or any other real or personal property owned, leased, or used by the aforesaid parties, and any of their insurance carriers, agents, employees, contractors, subcontractors, manufacturers, vendors, representatives, owners, assignees, officers, directors, members, and shareholders and any owners of any personal watercraft and/or or equipment and/or vessel (including any engines, sails, tackle, apparel, appurtenances, etc. as applicable), or any other real or personal property leased or used by the aforesaid parties. The “**Activity**” means any activity relating to the rental, operation, boarding, disembarking, or use of facilities, personal watercraft, vessels, and/or equipment owned or leased by Released Parties and/or any observation, participation, coaching, or attendance of activities related to personal watercraft, vessels, or equipment owned or leased by Released Parties, including but not limited to boating, fishing, operation of a vessel, e-foiling, tubing, watersports, watersports lessons, and/or the use of Released Parties’ facilities for any purpose (including but not limited to dock, storage, and boating facilities). “**Dangers and Risks**” means all known, unknown, seen, and/or unforeseen risks and dangers associated with the Activity that fall within the parameters set forth by the terms of Section II of this Watersports and Boating Warning, Assumption of Dangers and Risks, Release of Liability, Indemnification & Rental Agreement, regardless of whether the exact danger or risk is listed in the text of Section II. The “**Agreement**” means this Watersports and Boating Warning, Assumption of Dangers and Risks, Release of Liability, Indemnification & Rental Agreement, any associated Participant Information And Medical History Form, and any associated Personal Watercraft Rental Agreement.

**II. DANGERS AND RISKS OF THE ACTIVITY.**

The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF MENTAL INJURY AND/OR PHYSICAL INJURY AND/OR DEATH. The Undersigned understand and agree that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The Undersigned understand and agree the Dangers and Risks of the Activity include, but are not limited to: changing water flow, tides, currents, wake action, wakes, slips, falls, allisions or collisions with persons, personal watercraft, vessels, equipment, and other manmade and natural objects, weather conditions, capsizing, sinking, exposure to elements, drowning, marine and other wildlife, equipment failure and/or defects, ingestion of water, property loss, property damage, operator error, instructor error, crew error, navigational error, injury, death, loss of limb, mental injuries including but not limited to mental distress from exposure to any of the above, the acts, omissions, representations, carelessness, and negligence of the released parties or others, and negligence or gross negligence of others. The Undersigned agree and understand that the Activity may include exercise and may be physically and/or emotionally strenuous and that there is a risk participation in the Activity may aggravate preexisting and/or latent conditions. The Undersigned agree and understand that the Participant’s risk for incurring and/or aggravating any physical and/or mental injury during or as a result of the Activity may be heightened by any form of legal or illegal intoxication and/or by certain past and/or present medical conditions. **THE UNDERSIGNED AGREE AND UNDERSTAND THAT THE DESCRIPTION OF POTENTIAL RISKS OR DANGERS LISTED ABOVE IS NOT COMPLETE AND THAT THE DANGERS AND RISKS OF PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER DANGERS OR RISKS.**

**III. RELEASE, INDEMNIFICATION, AND ASSUMPTION OF DANGERS AND RISKS.**

In consideration of the Undersigned and/or minor Undersigned being permitted to participate in the Activity, the Undersigned intend and agree for the Undersigned and minor Undersigned to be legally bound by the terms of the Agreement and intend to waive legal rights as stated in the Agreement and specifically as follows for the Undersigned and minor Undersigned, and for each of the Undersigned’s and minor Undersigned’s: family, guardians, heirs, executors, assigns, administrators, legal representatives and any other persons on behalf of the Undersigned.

**(a) RELEASE AND COVENANT NOT TO SUE.**

**THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, HOLDS HARMLESS, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION, DEMAND, CLAIM, OR LIABILITY CLAIM AGAINST THE RELEASED PARTIES ON BEHALF OF THE UNDERSIGNED, THE**

UNDERSIGNED'S FAMILY, GUARDIANS, ESTATE, HEIRS, SUCCESSORS, LEGAL REPRESENTATIVES, ADMINISTRATORS, EXECUTORS, ASSIGNS, AND ANY OTHER PERSONS WITH RESPECT TO ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, LIABILITY, COSTS (INCLUDING ATTORNEYS' FEES), AND CAUSES OF ACTION OF ANY NATURE WHETHER CURRENTLY KNOWN OR UNKNOWN, WHICH THE UNDERSIGNED, OR ANY OF THEM, HAVE OR WHICH COULD BE ASSERTED ON BEHALF OF THE UNDERSIGNED IN CONNECTION WITH THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE (EXCLUDING GROSS NEGLIGENCE), BREACH OF WARRANTY, BREACH OF CONTRACT, ANY MENTAL OR PHYSICAL OR OTHER INJURY, DISABILITY, DEATH, CLAIM, OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY THE UNDERSIGNED AND/OR ANY MINOR CHILDREN FOR WHOM THE UNDERSIGNED IS A PARENT OR LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE, ACT, OR OMISSION OF RELEASED PARTIES (EXCLUDING GROSS NEGLIGENCE) OR SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON PERSONAL WATERCRAFT, VESSELS, OR ANY OF THE EQUIPMENT USED OR OWNED BY RELEASED PARTIES, OR SUSTAINED AS A RESULT OF ANY FAILURE OF RELEASED PARTIES TO INSTRUCT OR PROPERLY INSTRUCT, DIRECT, SUPERVISE, OR TRAIN THE UNDERSIGNED OR CAUSED BY OTHERS (EXCLUDING GROSS NEGLIGENCE). THE UNDERSIGNED AGREE AND UNDERSTAND THAT ANY SERVICE OR SERVICES PROVIDED BY RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO WHILE RELEASED PARTIES ARE PARTICIPATING IN DIRECTING THE NAVIGATION OF A PERSONAL WATERCRAFT OR VESSEL FROM ON BOARD SUCH PERSONAL WATERCRAFT OR VESSEL OR FROM ELSEWHERE, ARE ACCEPTED BY THE UNDERSIGNED ON THE UNDERSTANDING THAT THE UNDERSIGNED WILL NOT ASSERT ANY LIABILITY AGAINST RELEASED PARTIES FOR ANY TYPE OF MENTAL INJURY, BODILY INJURY, DEATH, OR ANY OTHER DAMAGE OR LOSS SUSTAINED OR CAUSED EVEN THROUGH THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS (EXCLUDING GROSS NEGLIGENCE).

(b) INDEMNIFICATION.

THE UNDERSIGNED HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSE OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER AND FROM ANY SUITS, CLAIMS OR DEMANDS, INCLUDING LEGAL FEES AND EXPENSES WHETHER OR NOT IN LITIGATION, ARISING OUT OF, OR RELATED TO, PARTICIPANT'S PARTICIPATION IN THE ACTIVITY. THE UNDERSIGNED HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASED PARTIES 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 PERSONAL WATERCRAFT AND/OR VESSELS 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 EQUIPMENT PROVIDED BY RELEASED PARTIES, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RELEASED PARTIES (EXCLUDING GROSS NEGLIGENCE). THE UNDERSIGNED UNDERSTAND AND AGREE THAT SUCH OBLIGATION ON THE PART OF THE UNDERSIGNED SHALL SURVIVE THE PERIOD OF THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.

(c) ASSUMPTION OF DANGERS AND RISKS.

THE UNDERSIGNED AGREE AND UNDERSTAND THE DANGERS AND RISKS ASSOCIATED WITH THE ACTIVITY AND VOLUNTARILY CHOSE FOR PARTICIPANT TO PARTICIPATE IN THE ACTIVITY AND EXPRESSLY ASSUME ALL DANGERS AND RISKS OF THE ACTIVITY. THE UNDERSIGNED UNDERSTAND AND AGREE THAT THE UNDERSIGNED IS NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY ACTIVITY PRESENTED TO THE UNDERSIGNED AND AGREE THAT THE UNDERSIGNED WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN THE ACTIVITY INDEPENDENTLY OF ANY DIRECTION OR INSTRUCTION PROVIDED BY THE RELEASED PARTIES. THE UNDERSIGNED KNOWINGLY AND VOLUNTARILY ASSUME ALL DANGERS AND RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE ACTIVITY, EVEN IF ARISING FROM OR RELATED TO ANY NEGLIGENCE, INSTRUCTION, DIRECTION, ACT OR OMISSION (EXCLUDING GROSS NEGLIGENCE) OF RELEASED PARTIES, AND THE UNDERSIGNED ASSUME FULL RESPONSIBILITY FOR THE PARTICIPATION OF THE UNDERSIGNED IN THE ACTIVITY.

IV. MINOR PARTICIPANT ACKNOWLEDGMENT.

In the case of a minor Participant, the Undersigned Parent or Legal Guardian acknowledges that he/she is not only signing the Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of the Agreement. Additionally, by signing the Agreement as the Parent or Legal Guardian of a minor, the Parent or Legal Guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned Parent or Legal Guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing the

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Agreement without a Parent or Legal Guardian's signature, Participant, represents that he/she is at least 18 years of age. If signing as the Parent or Legal Guardian of a minor Participant, signing adults represent that they are a Parent or Legal Guardian of the minor Participant.

**V. MEDICAL CARE.**

The Undersigned understand and agree that the Released Parties and/or their authorized personnel are authorized, but not obligated, to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of the Released Parties, medical attention is needed. The Undersigned agree to pay all costs associated with such medical care and related transportation.

**VI. PARTICIPANT MEDICAL REPRESENTATION.**

The Undersigned agree and understand that by signing below they certify that the Participant does not suffer from any of the following conditions: chronic neck or back pain (including where controlled by medication); history of heart attack, stroke, heart disease, angina, heart or blood vessel surgery; epilepsy, blackouts, fainting, convulsions, or similar conditions (including where medication is used as a preventative measure); bleeding disorders, bleeding, or high or low blood pressure (including where controlled by medication); asthma or wheezing during exercise; pregnancy (at any gestational stage); vertigo, dizziness, muscle weakness, or coordination problems (including where controlled by medication); history of diabetes impacting the ability to participate in a strenuous activity or exercise (including where controlled by medication); currently under the influence of drugs, alcohol, or any other impairing medication or impairing substance (including both legal and illegal substances); any other mental or physical medical condition that has the potential to impair the Participant's ability to participate in exercise, strenuous activity, or any other Activity. If the Participant does suffer from any of the conditions listed in this Section VI, the Undersigned agree and understand that by signing below they certify that a licensed medical doctor that is aware of the Participant's current and historical medical conditions, medical history, and medication status has cleared and released the Participant to participate in the Activity without restriction.

**VII. LESSONS, VESSELS, EQUIPMENT AND PERSONAL WATERCRAFT.**

**(a) DISCLOSURE OF PARTICIPANTS.**

The Undersigned understand and agree to disclose to all potential Participants in writing in the Agreement prior to participation in the Activity. **THE UNDERSIGNED UNDERSTAND AND AGREE TO HOLD RELEASED PARTIES HARMLESS AND TO BE PERSONALLY LIABLE FOR ANY DAMAGES CAUSED BY OR TO UNDISCLOSED INDIVIDUALS, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT (EXCLUDING GROSS NEGLIGENCE) OF RELEASED PARTIES.**

**(b) PARTICIPATION IN THE ACTIVITY.**

The Undersigned agree and understand the Undersigned shall not bring any intoxicating substance onto personal watercraft, vessel, and/or equipment and/or facilities and/or property of the Released Parties. The Undersigned agree and understand the Undersigned shall not consume or be impaired by any legal or illegal substance immediately prior to or during the Activity. The Undersigned understand and agree that the Undersigned are free to refuse to participate in any or all Activity including but not limited to any Activity the Undersigned does not feel comfortable with or which the Undersigned feel cannot be completed safely by the Undersigned, regardless of any direction or instruction provided by the Released Parties. The Undersigned understand and agree that any instruction or direction by Released Parties before, during, or after the Activity is not binding on the Undersigned and that each and any action taken by the Undersigned is made voluntarily and independently of the Released Parties and is made independently from any direction or instruction made by Released Parties.

**(c) LIABILITY FOR FEES, FINES, AND DAMAGE.**

**The Undersigned certify that the Undersigned and all potential Participants received adequate and proper safety, operational, and other instruction from the Released Parties for the Activity.** The Undersigned agrees that the Undersigned is capable in all aspects of engaging in the Activity and agrees that the Undersigned is capable of following all instructions provided by the Released Parties. The Undersigned agree to exercise sound independent judgment when participating in the Activity, including when provided instructions by the Released Party. The Undersigned agree not to use, nor permit the use of the equipment for (a) any unlawful purpose or in violation of any applicable state and federal laws and regulations; (b) in a careless, reckless, or negligent manner; (c) while under the influence of any impairing substance, including impairing medications, alcohol, and/or drugs; or (d) in violation of the safety instructions received from Released Parties. **THE UNDERSIGNED AGREE TO BE WHOLLY LIABLE FOR AND TO PAY IN FULL ANY FEES OR FINES RELATING TO THE UNDERSIGNED'S PARTICIPATION IN THE ACTIVITY, INCLUDING**

**BUT NOT LIMITED TO ANY FEES OR FINES ASSESSED BY STATE OR FEDERAL REGULATORY AGENTS, DOMINION ENERGY, AND ANY OTHER REGULATORY BODY. THE UNDERSIGNED AGREE TO BE WHOLLY LIABLE FOR AND TO PAY IN FULL ANY AND ALL FEES, FINES, REPAIR COSTS, SALVAGE COSTS, REASONABLE ATTORNEYS' FEES, AND ANY OTHER COSTS RELATING TO DAMAGE TO ANY PERSONAL WATERCRAFT, VESSEL, EQUIPMENT, REAL OR PERSONAL PROPERTY DAMAGED BY THE UNDERSIGNED OR DAMAGED DURING THE COURSE OF THE ACTIVITY THE UNDERSIGNED IS A PARTICIPANT IN.**

**(d) STATUTORY COMPLIANCE.**

The Undersigned agree that the Undersigned read, understand, and agree to comply with the North Carolina Vessel Operator's Guide (located at <https://www.ncwildlife.org/portals/0/boating/documents/vog.pdf>), North Carolina General Statutes Chapter §75A, specifically including but not limited to §75A-16.2 (and, if the Agreement concerns a personal watercraft, compliance with North Carolina General Statutes §75A-13 and §75A-13.3 and Virginia General Statutes §29.1-735.2 and §29.1-748 and federal navigational regulations contained in 33 C.F.R. §1, specifically including but not limited to Parts 83-97), and warrant that the Undersigned will not operate personal watercraft or vessels owned by Released Parties unless the Undersigned is at least 18 years of age and obtained the boating safety education required by law to operate the rented vessel. **THE UNDERSIGNED UNDERSTAND AND AGREE THAT THE UNDERSIGNED WILL NOT OPERATE ANY PERSONAL WATERCRAFT OR VESSEL OWNED BY RELEASED PARTIES UNLESS THE UNDERSIGNED WAS VALIDLY INCLUDED AS AN 'AUTHORIZED OPERATOR' IN THE AGREEMENT. THE UNDERSIGNED UNDERSTAND AND AGREE TO HOLD RELEASED PARTIES HARMLESS FOR, AND TO BE PERSONALLY LIABLE FOR, ANY DAMAGES CAUSED BY OR TO ANY OPERATOR NOT LISTED AS AN 'AUTHORIZED OPERATOR' IN THE AGREEMENT, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT (EXCLUDING GROSS NEGLIGENCE) OF RELEASED PARTIES.**

The Undersigned understand and agree that the Undersigned shall maintain a copy of the Agreement at all times while participating in the Activity and, upon request of Released Parties and/or the United States Coast Guard and/or any other law enforcement officer the Undersigned agrees to present a copy of the Agreement, proof of age, and compliance with North Carolina General Statutes §75A-16.2 (and, if the Agreement concerns a personal watercraft, compliance with North Carolina General Statutes §75A-13.3 and Virginia General Statutes §29.1-735.2 and §29.1-748). The Undersigned understand and agree that the Undersigned is required to comply with applicable state and federal laws at all times during this rental, including but not limited to all applicable state and federal laws relating to the navigation and operation of personal watercraft, vessels, or equipment owned by Released Parties. **THE UNDERSIGNED UNDERSTAND AND AGREE TO HOLD RELEASED PARTIES HARMLESS FOR, AND TO BE PERSONALLY LIABLE FOR, ANY DAMAGES CAUSED BY ANY OPERATOR WHO FAILS TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS.**

The Undersigned understand and agree that the Released Parties provided the Undersigned with basic safety instructions (including, but not limited to, instructions on how to safely operate the personal watercraft or equipment or vessel rented, a review of the North Carolina Vessel Operator's Guide, the safety provisions of North Carolina General Statutes §75A-16.2 and §75A-13.3 and federal navigational rules contained in 33 C.F.R. §1, specifically including but not limited to Parts 83-97).

**(e) RENTAL OF ANY PERSONAL WATERCRAFT, VESSEL, AND/OR EQUIPMENT**

The Undersigned agree and understand that Released Parties rent to the Undersigned, and the Undersigned agrees to rent from Released Parties, the personal watercraft, vessel, and/or equipment designated by Released Parties for the use of the personal watercraft, vessel, and/or equipment, and only the personal watercraft, vessel, and/or equipment, described hereinafter, subject to such rules and regulations as Released Parties may make respecting the use of personal watercraft, vessel, and/or equipment and marina facilities and grounds, and subject to the terms of the Agreement. The Undersigned agrees to adhere to all rules and regulations made by Released Parties and to the terms of the Agreement.

The Undersigned agree and understand that the rental personal watercraft, vessel, and/or equipment is subject to mechanical elements which can be unpredictable in nature. The Undersigned agree and understand that Released Parties are not obligated to compensate the Undersigned in the event of a mechanical issue. Released Parties reserve the right, but are not obligated to, substitute any personal watercraft, vessel, and/or equipment in the event of a breakdown or mechanical failure.



The Undersigned agree and understand that non-functioning non-essential equipment will not result in a reduction or discount of rental price and does not merit a replacement personal watercraft, vessel, and/or equipment. Non-essential equipment includes but is not limited to radios, depth gauges, trim gauges, live wells, fish finders, charging ports and other accessories not related to basic operations of the personal watercraft or vessel. The Undersigned agree and understand that Released Parties do not guarantee that non-essential equipment will function during the rental.

The Undersigned agree and understand that anyone born on or after January 1st, 1988 operating a personal watercraft or motorized vessel is required to complete a National Association of State Boating Law Administrators (NASBLA) approved boating education course or be listed on this Agreement as an operator BEFORE operating any personal watercraft or motorized vessel propelled by a motor of 10 HP or greater in the State of North Carolina (N.C. §75A-16.2).

The Undersigned agree that no one under the age of **18** will operate any personal watercraft or motorized vessel owned by Released Parties, regardless of their qualifications.

The Undersigned agree and understand to comply with the following for ALL personal watercraft, vessel, and/or equipment rented:

- All children 12 years of age or under MUST wear an appropriate U.S. Coast Guard Approved Life Vest at all times while on the personal watercraft or vessel. Each Participant riding a personal watercraft or being towed by one MUST wear an appropriate U.S. Coast Guard Approved Life Vest at all times. All Participants are all encouraged to wear an appropriate U.S. Coast Guard Approved Life Vest at all times while on any vessel, especially those Participants whose health condition, age, and/or swimming ability may impact the Participant's ability to safely navigate through the water without assistance.
- Any person(s) participating in watersport related activities such as canoeing, kayaking, sailing tubing, waterskiing, wakeboarding, knee boarding, etc. must wear an appropriate Coast Guard Approved Life Vest while engaging in such activities.
- All Authorized Operator(s) must abide by all regulatory markers such as NO WAKE zones and DANGER markers, and stay clear by a minimum of 50 yards of Recreation Areas. I/Operator(s) must keep a minimum of 100 feet when approaching the rear of another personal watercraft or vessel or 50 feet when approaching from the side at speeds greater than 10 mph.

The Undersigned agree and understand that the Undersigned must return the personal watercraft, vessel, and/or equipment in the same condition as when it was rented, specifically including but not limited to the condition of any propeller. The Undersigned understand and agree the undersigned will be liable for the post-rental condition of the personal watercraft, vessel, and/or equipment rented by the Undersigned regardless of actual fault for damages.

The Undersigned agree and understand that fuel and oil is NOT included in the cost of the personal watercraft and/or vessel rental. The Undersigned agree to return the personal watercraft and/or vessel full of fuel and oil (if applicable) or in the event the Undersigned fails to do so the Undersigned agree and understand that Released Parties will fill the vessel or personal watercraft with fuel and/or oil on the Undersigned's behalf and charge Renter published dockside rates for this service.

The Undersigned agree and understand the Undersigned shall pay in full the cost of any damage, salvage, third-party damages, late fees, cleaning fees, lost revenue, replacement fee and/or any other damages assessed for any and all personal watercraft, vessel and/or equipment that is not returned in the same condition as when it was rented.

The Undersigned agree and understand that personal watercraft and/or vessels shall not be operated after dusk or before dawn without proper navigational lights illuminated.

The Undersigned agree and understand that the Undersigned agree to be liable for any and all damages that occur during the rental of the personal watercraft or vessel, specifically including but not limited to lost revenues of Released Parties.

**THE UNDERSIGNED AGREE AND UNDERSTAND THAT ANY FEES OR FINES ASSESSED TO THE UNDERSIGNED MAY BE DEDUCTED FROM THE DEPOSIT OR CHARGED TO THE CREDIT CARD ON FILE.**

**VIII. MISCELLANEOUS.**

The Undersigned further agree and understand that: (a) the Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) any dispute arising out of the Agreement shall be governed by the general maritime and admiralty laws of the United States, and that to the extent the general maritime and admiralty laws of the United States are silent as to any particular issues arising out of the Agreement or are not applicable, then the laws of the State of North Carolina shall apply to any such issue; (c) any litigation arising out of the Agreement shall commence and be maintained, if at all, in the United States District Court for the Eastern District of North Carolina; (d) In the event Released Parties prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Released Parties for its litigation expenses, including reasonable legal fees and court costs; (e) the Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (f) the Undersigned understand and acknowledge that the Agreement is a contract and shall be binding to the fullest extent permitted by law; (g) If any part of the Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties; (h) in the event the terms of the Watersports and Boating Warning, Assumption of Dangers and Risks, Release of Liability & Indemnification Agreement and any associated Personal Watercraft Rental Agreement conflict, the terms contained in this Watersports and Boating Warning, Assumption of Dangers and Risks, Release of Liability & Indemnification Agreement shall prevail; (i) It is the intent of the Undersigned that the agreement shall be binding upon the assignees, subrogors, distributors, heirs, administrators, executors, guardians, successors, next of kin, executors and personal representatives of the Undersigned; (j) Where the word “**personal watercraft**” and/or the word “**vessel**” are used throughout the Agreement, the Agreement shall be construed to include any engines, sails, tackle, apparel, appurtenances, etc. as applicable therewith; and (k) photographs and/or videos of the Undersigned taken during participation in the Activity may be used by the Released Parties for promotional purposes.

**BY SIGNING BELOW EACH SIGNATORY CERTIFIES THEY ENTERED INTO THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND THAT THE SIGNATORY RELIED ON THEIR SOLE JUDGMENT IN ENTERING INTO AND EXECUTING THE AGREEMENT AND THAT THE SIGNATORY CAREFULLY READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE ENTIRE FOREGOING WATERSPORTS AND BOATING WARNING, ASSUMPTION OF DANGERS AND RISKS, RELEASE OF LIABILITY, INDEMNIFICATION & RENTAL AGREEMENT AND ASSOCIATED PERSONAL WATERCRAFT RENTAL AGREEMENT. BY SIGNING BELOW EACH SIGNATORY AGREES TO AND UNDERSTANDS THEY ARE AN UNDERSIGNED FOR THE PURPOSES OF THE AGREEMENT AND AGREE TO THE RELEASE OF LEGAL RIGHTS THAT OTHERWISE MAY EXIST FOR THE SIGNATORY AND ANY MINOR THE SIGNATORY SIGNS FOR AND CERTIFIES THAT THE SIGNATORY IS THE PARENT OR LEGAL GUARDIAN FOR THAT MINOR PARTICIPANT.**

**[SIGNATURE PAGES FOLLOW]**

## § 29.1-735.2. Boating safety education required; Board to promulgate regulations.

A. No person shall operate a motorboat with a motor of 10 horsepower or greater or personal watercraft on the public waters of the Commonwealth, unless the operator has met the requirements for boating safety education in accordance with the age provisions established in subsection D.

B. A person shall be considered in compliance with the requirements for boating safety education if the person meets one of the following:

1. Completes and passes a boating safety course approved by the National Association of State Boating Law Administrators (NASBLA) and accepted by the Department;
2. Passes a proctored equivalency examination that tests the knowledge of information included in the curriculum of an approved course;
3. Possesses a valid license to operate a vessel issued to maritime personnel by the United States Coast Guard or a marine certificate issued by the Canadian government;
4. Possesses a state-approved nonrenewable temporary operator's certificate to operate a motorboat for 90 days that was issued with the certificate of number for the motorboat, if the boat is new or was sold with a transfer of ownership;
5. Possesses a rental or lease agreement from a motorboat rental or leasing business, which lists the person as the authorized operator of the motorboat;
6. Operates the motorboat under onboard direct supervision of a person who meets the requirements of this section;
7. Demonstrates that he is not a resident, is temporarily using the waters of Virginia for a period not to exceed 90 days, and meets any applicable boating safety education requirements of the state of residency, or possesses a Canadian Pleasure Craft Operator's Card;
8. Has assumed operation of the motorboat due to the illness or physical impairment of the initial operator, and is returning the motorboat to shore in order to provide assistance or care for the operator;
9. Is registered as a commercial fisherman pursuant to § [28.2-241](#) or a person who is under the onboard direct supervision of the commercial fisherman while operating the commercial fisherman's boat;
10. Provides documentation that he is serving or has qualified as a surface warfare officer or enlisted surface warfare specialist in the United States Navy; or
11. Provides documentation that he is serving or has qualified as an Officer of the Deck Underway, boat coxswain, boat officer, boat operator, watercraft operator, or Marine Deck Officer in any branch of the Armed Forces of the United States, United States Coast Guard, or Merchant Marine.

C. The Board shall promulgate regulations by July 1, 2008, to implement a boating safety education program for all motorboat and personal watercraft operators to meet boating safety education requirements.

D. Such regulations shall include provisions that phase-in the requirements for boating safety education according to the following:

1. Personal watercraft operators 20 years of age or younger to meet the requirements by July 1, 2009;
2. Personal watercraft operators 35 years of age or younger to meet the requirements by July 1, 2010;
3. Personal watercraft operators 50 years of age or younger to meet the requirements by July 1, 2011;
4. All personal watercraft operators, regardless of age, to meet the requirements by July 1, 2012;
5. Motorboat operators 20 years of age or younger to meet the requirements by July 1, 2011;
6. Motorboat operators 30 years of age or younger to meet the requirements by July 1, 2012;
7. Motorboat operators 40 years of age or younger to meet the requirements by July 1, 2013;
8. Motorboat operators 45 years of age or younger to meet the requirements by July 1, 2014;
9. Motorboat operators 50 years of age or younger to meet the requirements by July 1, 2015; and
10. All motorboat operators, regardless of age, to meet the requirements by July 1, 2016.

E. Such regulations may include, but not be limited to, provisions for compliance, statewide availability of NASBLA-approved courses including through the Internet, the issuance of certificates to document successful course completion, duplicate certificates, recordkeeping, requirements for course providers, instructor certification, student name and address changes, equivalency exam criteria, provisions for an open-book test for classroom based courses, requirements for motorboat rental and leasing businesses, issuance of a temporary operator's certificate, and the establishment of fees (not to exceed the cost of giving such instruction for each person participating in and receiving the instruction) for boating safety courses and certificates.

F. The Board shall consult and coordinate with the boating public, professional organizations for recreational boating safety, and the boating retail, leasing, and dealer business community in the promulgation of such regulations.

G. The Department shall, by July 1, 2018, establish and thereafter shall maintain a database listing every person who, at any time prior to that date, has completed and passed a boating safety course pursuant to subdivision B 1. The database shall list each person's full name and date of birth and the date on which he passed the safety course, and it shall allow any person who completes and passes the course after July 1, 2018, to add his own information. The Department shall make the database available to law-enforcement officers and, to the extent possible or appropriate, shall maintain the confidentiality of information in the database.

H. Any person who operates a motorboat on the waters of the Commonwealth shall, upon the request of a law-enforcement officer, present to the officer evidence in physical or electronic form that he has complied with subsection B. The law-enforcement officer shall not issue a citation until he has checked the boating safety course passage database created pursuant to subsection G. The listing of the operator in such database shall constitute satisfactory evidence that he has complied with subsection B.

I. Any person who violates any provision of this section or any regulation promulgated hereunder shall be subject to a civil penalty of \$100. All civil penalties assessed under this section shall be deposited in the Motorboat and Water Safety Fund of the Game Protection Fund and used as provided for in § [29.1-701](#).

J. The provisions of this section shall not apply to law-enforcement officers while they are engaged in the performance of their official duties.

### § 29.1-748. Restrictions on operation; penalty.

A. It is unlawful for any person to:

1. Operate a personal watercraft unless he is at least sixteen years of age, except any person fourteen or fifteen years of age shall be allowed to operate a personal watercraft if he (i) has successfully completed a boating safety education course approved by the Director and (ii) carries on his person, while operating a personal watercraft, proof of successful completion of such course. Upon the request of a law-enforcement officer, such person shall provide proof of having successfully completed an approved course;
2. Operate a personal watercraft unless he has complied with the provisions of § [29.1-735.2](#), regarding board regulations for boating safety education;
3. Operate a personal watercraft unless each person riding on the personal watercraft is wearing a type I, type II, type III, or type V personal flotation device approved by the United States Coast Guard;
4. Fail to attach the lanyard to his person, clothing, or personal flotation device, if the personal watercraft is equipped with a lanyard-type engine cut-off switch;
5. Operate a personal watercraft on the waters of the Commonwealth between sunset and sunrise;
6. Operate a personal watercraft while carrying a number of passengers in excess of the number for which the craft was designed by the manufacturer; or



7. Operate a personal watercraft in excess of the slowest possible speed required to maintain steerage and headway within fifty feet of docks, piers, boathouses, boat ramps, people in the water, and vessels other than personal watercraft. Nothing in this section shall prohibit a personal watercraft from towing a person with a rope less than fifty feet in length.

B. A violation of any provision of this section shall constitute a Class 4 misdemeanor, except that any person who violates subdivision A 2 shall be subject to the penalty provided in [§ 29.1-735.2](#).

C. A violation of this section shall not constitute negligence, be considered in mitigation of damages of whatever nature, be admissible in evidence or be the subject of comment by counsel in any action for the recovery of damages arising out of the operation, ownership, or maintenance of a personal watercraft, nor shall anything in this section change any existing law, rule, or procedure pertaining to any such civil action, nor shall this section bar any claim which otherwise exists.

### **§ 75A-13.3. Personal watercraft.**

(a) No person shall operate a personal watercraft on the waters of this State at any time between sunset and sunrise. For purposes of this section, "personal watercraft" means a small vessel that uses an outboard or propeller-driven motor, or an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

(a1) No person shall operate a personal watercraft on the waters of this State at greater than no-wake speed within 100 feet of an anchored or moored vessel, a dock, pier, swim float, marked swimming area, swimmers, surfers, persons engaged in angling, or any manually operated propelled vessel, unless the personal watercraft is operating in a narrow channel. No person shall operate a personal watercraft in a narrow channel at greater than no-wake speed within 50 feet of an anchored or moored vessel, a dock, pier, swim float, marked swimming area, swimmers, surfers, persons engaged in angling, or any manually operated propelled vessel.

(b) Except as otherwise provided in this subsection, no person under 16 years of age shall operate a personal watercraft on the waters of this State, and it is unlawful for the owner of a personal watercraft or a person who has temporary or permanent responsibility for a person under the age of 16 to knowingly allow that person to operate a personal watercraft. A person of at least 14 years of age but under 16 years of age may operate a personal watercraft on the waters of this State if:

1. (1) The person is accompanied by a person of at least 18 years of age who physically occupies the watercraft and who is in compliance with G.S. 75A-16.2; or
2. (2) The person (i) possesses on his or her person while operating the watercraft, identification showing proof of age and a boating safety certification card issued by the Commission, proof of other satisfactory completion of a boating safety education course approved by the National Association of State Boating Law Administrators (NASBLA),

or proof of other boating safety education in compliance with G.S. 75A-16.2; and (ii) produces that identification and proof upon the request of an officer of the Commission or local law enforcement agency.

(b1) A person who is the lawful owner of a personal watercraft or a person having control of a personal watercraft who knowingly allows a person under 16 years of age to operate a personal watercraft in violation of the provisions of subsection (b) of this section is responsible for an infraction as provided in G.S. 14-3.1.

(c) No livery shall lease, hire, or rent a personal watercraft to or for operation by a person under 16 years of age, except as provided in subsection (b) of this section.

(c1) No person, firm, or corporation shall engage in the business of renting personal watercraft to the public for operation by the rentee unless the person, firm, or corporation has secured insurance for the liability of the person, firm, or corporation and that of the rentee, in such an amount as is hereinafter provided, from an insurance company duly authorized to sell liability insurance in this State. Each personal watercraft rented must be covered by a policy of liability insurance insuring the owner and rentee and their agents and employees while in the performance of their duties against loss from any liability imposed by law for damages including damages for care and loss of services because of bodily injury to or death of any person and injury to or destruction of property caused by accident arising out of the operation of such personal watercraft, subject to the following minimum limits: three hundred thousand dollars (\$300,000) per occurrence.

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(c2) A vessel livery that fails to carry liability insurance in violation of subsection (c1) of this section is guilty of a Class 2 misdemeanor and shall only be subject to a fine not to exceed one thousand dollars (\$1,000).

(c3) A vessel livery shall provide the operator of a leased personal watercraft with basic safety instruction prior to allowing the operation of the leased personal watercraft. "Basic safety instruction" shall include direction on how to safely operate the personal watercraft and a review of the safety provisions of this section. A vessel livery that fails to provide basic safety instruction is responsible for an infraction as provided in G.S. 14-3.1.

(d) No person shall operate a personal watercraft on the waters of this State, nor shall the owner of a personal watercraft knowingly allow another person to operate that personal watercraft on the waters of this State, unless:

1. (1) Each person riding on or being towed behind the vessel is wearing a type I, type II, type III, or type V personal flotation device approved by the United States Coast Guard. Inflatable personal flotation devices do not satisfy this requirement; and

2. (2) In the case of a personal watercraft equipped by the manufacturer with a lanyard-type engine cut-off switch, the lanyard is securely attached to the person, clothing, or flotation device of the operator at all times while the personal watercraft is being operated in such a manner to turn off the engine if the operator dismounts while the watercraft is in operation.

(d1) No person shall operate a personal watercraft towing another person on water skis, a surfboard, or similar device unless:

1. (1) The personal watercraft has on board, in addition to the operator, an observer who shall monitor the progress of the person or persons being towed, or the personal watercraft is equipped with a rearview mirror; and
2. (2) The total number of persons operating, observing, and being towed does not exceed the number of passengers identified by the manufacturer as the maximum safe load for the vessel.

(e) A personal watercraft must at all times be operated in a reasonable and prudent manner. Maneuvers that endanger life, limb, or property shall constitute reckless operation of a vessel as provided in G.S. 75A-10, and include any of the following:

1. (1) Unreasonably or unnecessarily weaving through congested vessel traffic.
2. (2) Jumping the wake of another vessel within 100 feet of the other vessel or

when visibility around the other vessel is obstructed.

3. (3) Intentionally approaching another vessel in order to swerve at the last possible moment to avoid collision.

4. (4) Repealed by Session Laws 2000-52, s. 2.

5. (5) Operating contrary to the "rules of the road" or following too closely to

another vessel, including another personal watercraft. For purposes of this subdivision, "following too closely" means proceeding in the same direction and operating at a speed in excess of 10 miles per hour when approaching within 100 feet to the rear or 50 feet to the side of another vessel that is underway unless that vessel is operating in a narrow channel, in which case a personal watercraft may operate at the speed and flow of other vessel traffic.

(f) The provisions of this section do not apply to a performer engaged in a professional exhibition, a person or persons engaged in an activity authorized under G.S. 75A-14, or a person attempting to rescue another person who is in danger of losing life or limb.

(f1) For purposes of this section, "narrow channel" means a segment of the waters of the State 300 feet or less in width.

- 7. (g) Repealed by Session Laws 1999-447, s. 1.
- 8. (h) Nothing in this section prohibits units of local government, marine commissions, or

local lake authorities from regulating personal watercraft pursuant to the provisions of G.S. 160A-176.2 or any other law authorizing such regulation, provided that the regulations are more restrictive than the provisions of this section or regulate aspects of personal watercraft operation that are not covered by this section. Whenever a unit of local government, marine commission, or local lake authority regulates personal watercraft pursuant to this subsection, it shall conspicuously post signs that are reasonably calculated to provide notice to personal watercraft users of the stricter regulations. (1997-129, s. 1; 1999-447, s. 1; 2000-52, ss. 1-4; 2005-161, s. 1; 2006-185, s. 1; 2009-282, s. 2; 2013-360, s. 18B.15(c); 2013-380, ss. 7, 8.)

**§ 75A-16.2. Boating safety education required.**

(a) No person shall operate a vessel with a motor of 10 horsepower or greater on the public waters of this State unless the operator has met the requirements for boating safety education.

(b) A person shall be considered in compliance with the requirements of boating safety education if the person does one of the following:

- (1) Completes and passes the boating safety course instituted by the Wildlife Resources Commission under G.S. 75A-16.1 or another boating safety course that is approved by the National Association of State Boating Law Administrators (NASBLA) and accepted by the Wildlife Resources Commission;
- (2) Passes a proctored equivalency examination that tests the knowledge of information included in the curriculum of an approved course;
- (3) Possesses a valid or expired license to operate a vessel issued to maritime personnel by the United States Coast Guard;
- (4) Possesses a State-approved nonrenewable temporary operator's certificate to operate a vessel for 90 days that was issued with the certificate of number for the vessel, if the boat was new or was sold with a transfer of ownership;
- (5) Possesses a rental or lease agreement from a vessel rental or leasing business that lists the person as the authorized operator of the vessel;
- (6) Properly displays Commission-issued dealer registration numbers during the demonstration of the vessel;
- (7) Operates the vessel under onboard direct supervision of a person who is at least 18 years of age and who meets the requirements of this section;

- (8) Demonstrates that he or she is not a resident, is temporarily using the waters of this State for a period not to exceed 90 days, and meets any applicable boating safety education requirements of the state or nation of residency;
- (9) Has assumed operation of the vessel due to the illness or physical impairment of the initial operator, and is returning the vessel to shore in order to provide assistance or care for the operator;
- (10) Is registered as a commercial fisherman or a person who is under the onboard direct supervision of a commercial fisherman while operating the commercial fisherman's boat; or
- (11) Provides proof that he or she was born before January 1, 1988.

Any person who operates a vessel with a motor of 10 horsepower or greater on the waters of this State shall, upon the request of a law enforcement officer, present to the officer a certification card or proof that the person has complied with the provisions of this section.

(c) Any person who violates a provision of this section or a rule adopted pursuant to this section is responsible for an infraction, as provided in G.S. 14-3.1, and shall pay a fine of fifty dollars (\$50.00). A person may not be responsible for violating this section if the person produces in court at the adjudicatory hearing a certification card or proof that the person has completed and passed a boating safety course in compliance with subdivision (b)(1) of this section.

(d) No unit of local government shall enact any ordinance or rule relating to boating safety education, and this law preempts all existing ordinances or rules.

(e) An operator of a personal watercraft on the public waters of this State remains subject to any more specific provision of law found in G.S. 75A-13.3. (2009-282, s. 1; 2013-380, s. 9.)



# Non Exhaustive Post-Accident Check List

Please use the following check list as a resource in case of an accident involving property and/or vessel damage of more than \$2,000, loss of a vessel, disappearance of a person from a vessel under circumstances indicating loss of life or injury, or loss of life or injury to an individual requiring more than simple on-site first aid.

Post this throughout your facilities, on each vessel, review this with each renter prior to renting personal watercraft or vessels to any person, and provide each employee with a copy of this checklist.

- Call Emergency medical assistance - **Dial 911**
- Notify North Carolina Wildlife Resources Commission - **Call the 24-hour toll free number at 800-662-7137**
- Notify attorneys [Jason Harris - **910-777-6065**]
- Notify insurer / Agent [Mitch Belter – **530-520-5573**]
- Complete USCG / Local Emergency Response incident/ North Carolina Wildlife Resources Commission accident forms provided
  - USCG requires submission of CG-3865 Recreational Boating Accident Report within 48 hours, located at: <https://www.dcms.uscg.mil/forms/smdsearch4081/3865/>
- Identify witnesses – get names, addresses, telephone numbers, summary of information
- Take written statements of witnesses if possible
- Record weather (wind – speed and direction; visibility; wave; current; tide; temperature; other conditions)
- Preserve releases
- Take photographs
- Assess damages (injuries – bills, medical reports; repairs – estimates for repair/replace)

- Take any personal watercraft, vessel, electronics, and equipment involved out of service immediately and preserve the condition of the same by storing in a secure, indoor, dry location.**
  
- Store all information related to the accident in a safe place**

# **Non Exhaustive Pre-Rental Safety Check List**

**Please use the following check list as a resource prior to renting personal watercraft or vessels to any person. Post this throughout your facilities, on each vessel, review this with each renter, and provide each employee with a copy of this checklist.**

- Stowage locations of life preservers;**
- Proper method of donning and adjusting life preservers carried aboard the vessel;**
- The type and location of all lifesaving devices carried on the vessel;**
- The location of the Non-Exhaustive Emergency Check List;**
- Safe handling and operation of the vessel;**
- Review of N.C.G.S § 75A and the federal navigational regulations contained in 33 C.F.R. §1, specifically including but not limited to Parts 83-97.**
- Engine Cut-off Switch must be attached to Authorized Operator if vessels are longer than 26 feet in length;**
- Location of fire extinguisher and how to use fire extinguisher**
- Location of horn or whistle to signal other vessels during unplanned situations;**
- Location of orange warning flag, flares, or other distress signals;**
- Location of first aid kit for small injuries that occur on the water;**
- Location of navigational rules and navigational charts; and**
- Location of VHF radio on board.**

# Non Exhaustive Emergency Check List

Please use the following check list as a resource prior to renting personal watercraft or vessels to any person. Post this throughout your facilities, on each vessel, review this with each renter, and provide each employee with a copy of this checklist.

Measures to be considered for rough weather or rough water conditions:

- Bilges kept dry to prevent loss of stability;
- Passengers seated and evenly distributed;
- All passengers wearing life preservers during rough seas or crossings;
- Distress call made if assistance is needed – **Dial 911.**

Measures to be considered in the event of a person overboard:

- Flotation device thrown as close to person-in-the-water (PIW) as possible;
- Lookout posted to keep PIW in sight;
- Crewmember (or passenger if no crew member), wearing life preserver and tending line standing by to enter the water to assist in recovery, if necessary;
- Distress call made if assistance is needed – **Dial 911;**
- Coast Guard and all nearby vessels notified by radio if available;
- Search continued until after radiotelephone consultation with emergency personnel (if possible).

Measures to be considered in the event of a fire:

- Cut off air supply to the fire by closing hatches, doors, ventilators, etc.;

- Portable fire extinguishers discharged at the base of the flames of flammable liquid or grease fires, or water applied to fires of combustible solids;**
- If fire is in machinery spaces, fuel supply and ventilation shut off, and any installed fixed firefighting system discharged;**
- Vessel maneuvered to minimize the effect of wind on the fire;**
- Coast Guard and all vessels in the vicinity notified by radiotelephone (if so equipped) of the fire, and location of the vessel;**
- Passengers moved away from the fire, wearing life preservers;**
- Distress call made if assistance is needed – **Dial 911.****



# Customer Check Out Information

Thank you for renting with Lake Gaston Summer Rentals! We have included information about the lake to help you get the most out of your stay! Flip through and check it out. When returning your boat you can review this checklist to help check out quick and easy!

We hope that you have enjoyed the rental experience and will come back to see us on your next visit! To save you time during check out, please review our checklist.

- Don't forget to refill the vessel before returning!
- Additional rental equipment such as tubes, vests, ropes, skies etc.. are neatly onboard
- Please make sure to have the bimini top deployed if it was up during check in
- All safety equipment is stored in original compartments
- Any bumpers/fenders are untied and stored in the original compartments
- Gather any trash and do your best to have the boat clean for return
- Gather all belongings and be ready to dock!
- Please make sure the radio and all lights are off
- If you find our dock space is full, please wait outside the harbor while we work quickly to open a spot for you. One of our teammates will waive you in when ready!
- Once docked we will take a moment to check it in and you will be on your way!