

Coosa Island Marina, LLC
1080 Coosa Island Rd
Cropwell AL, 35054
Phone (205) 525-5521
CoosaIslandMarina@gmail.com

Date: _____

Vessel rental agreement and release form

Renter's Name _____ Renter's Phone _____

Renter's Address _____

Renter's Birth Date _____ Renter's Email _____

Renter's Drivers License # _____

Emergency contact person _____ Relation _____

Address _____ Phone Number _____

Coosa Island Marina, LLC agrees to rent the following 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 their signature below is correct.

Boat Type _____ ID# _____

Watercraft shall be rented for the time period specified as follows:

Half Day (4 hrs) _____ Full Day (8hrs) _____ Weekly _____ Date(s) _____

Delivery time _____ Return time _____

Security Deposit _____ Damage Deposit _____

Fuel for boat shall be billed at market rate plus \$1.00 per gallon. Boat will be delivered to renter with a full tank of fuel you will be billed accordingly if not returned with full tank of gas.

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COOSA ISLAND MARINA, LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS; AND TO INDEMNIFY COOSA ISLAND MARINA, LLC AGAINST ANY AND ALL CLAIMS BROUGHT AGAINST IT BASED UPON RENTERS USE OF THE RENTAL. THIS SHALL INCLUDE BUT NOT LIMITED TO ALL COST TO COMPANY AND OTHER LESSORS FOR FILING FEES, ATTORNEY FEE LOST TIME IN RENTAL, DAMAGES TO OTHER PARTIES OR PROPERTY, ANY LAWSUITS ARISING OUT OF RENTAL AGREEMENT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS of both parties.

Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release and forever discharge COOSA ISLAND MARINA, LLC (hereafter known as "Company"), Company's agents, servants, successors, heirs, executors, administrators and personal representatives, other lessors, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use, misuse, or abuse of the rental; or in any other way, arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Renter hereby does expressly agrees to indemnify and hold harmless COOSA ISLAND MARINA, LLC, Company's agents, servants, successors, heirs, executors, administrators and personal representatives other lessors, against all law suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of boat.

Use of Watercraft

The intention of COOSA ISLAND MARINA, LLC is to provide an enjoyable means of outdoor recreation. The rental may not be used for towing, sub-leasing, racing or any illegal purposes. Rental must be operated by an adult and in a safe and competent manner. Drivers or passengers of the rental will be solely responsible for any individual fines and penalties due to violations of the law. Renter authorizes and acknowledges that any and all charges related to the impoundment or retrieval of the rental will be charged to the Renter's credit card, along with any lost rental time and retrieval cost as gas, pickup, hauling and labor cost. Renter is solely responsible for the return of all rentals listed in rental agreement.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the boat is designed include inherent dangers, including the risk of bodily injury and/or death; if watercraft is not used as intended. Renter assumes and accepts all risks associated with the use of the boat.

There are **no pets** permitted on the watercraft. There are to be **no illegal drugs** used or possession on rental.
If any violations are found or reported as to rental unit the company may revoke any agreement immediately, without any further notice to renter, and company can take immediate possession of rental. There will be no return of any part of rental payment or deposit.
2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the watercraft, and will use the watercraft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines of COOSA ISLAND MARINA, LLC, and any applicable local, state and federal laws.
3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during their operation of Rental:
There is **no smoking** while on watercraft.
There are **no alcoholic beverages** permitted on watercraft. COOSA ISLAND MARINA, LLC reserves the right to inspect any coolers, bags or other containers belonging to the Renter or passenger.
4. **Age.** Renter is at least 21 years of age. No one under the age of 21 is permitted to operate the rental even if renter is present. Renter can not give permission for any one to drive a rental unit without permission from Company, regardless of age. Renter will be solely responsible for any violation regardless of reason or party for violation.
5. **Unsafe Use.** If at any time COOSA ISLAND MARINA, LLC determines that Renter has engaged in an unsafe or hazardous use of the rental, Company may immediately terminate the rental agreement. Upon notification of termination, Renter must return

