

# Eagle Mountain Lake Boat Rentals, LLC

## BOAT RENTAL & DEPOSIT AGREEMENT

MAKE/MODEL OF BOAT BEING RENTED \_\_\_\_\_

RENTAL DATE: \_\_\_\_\_

4 HOURS: 9AM TO 1PM \_\_\_\_\_ OR 2:00PM TO 6:00PM \_\_\_\_\_

RATE: \_\_\_\_\_ PLUS \$ \_\_\_\_\_ PER ENGINE HOUR

6 HOURS: 10AM TO 4PM

RATE: \_\_\_\_\_ PLUS \$ \_\_\_\_\_ PER ENGINE HOUR

8 HOURS: 9AM TO 5PM

RATE: \_\_\_\_\_ PLUS \$ \_\_\_\_\_ PER ENGINE HOUR

**ONLY RENTERS/OPERATORS MAY OPERATE (DRIVE) THE BOAT (the "VESSEL")**  
**ALL RENTERS/OPERATORS OF THE VESSEL MUST BE AT LEAST 25 YEARS OF AGE**

"RENTER/OPERATOR #1" NAME: \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MOBILE PHONE # \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_ DOB \_\_\_\_\_ EXP DATE \_\_\_\_\_

EMERGENCY CONTACT # SOMEONE NOT ON THE BOAT WITH YOU:

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CREDIT CARD # \_\_\_\_\_ EXP DATE \_\_\_\_\_ CCV \_\_\_\_\_

"RENTER/OPERATOR #2" NAME: \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MOBILE PHONE # \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_ DOB \_\_\_\_\_ EXP DATE \_\_\_\_\_  
EMERGENCY CONTACT # SOMEONE NOT ON THE BOAT:  
NAME \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CREDIT CARD # \_\_\_\_\_ EXP DATE \_\_\_\_\_ CCV \_\_\_\_\_

## BOOKING AND CANCELLATION POLICY

In order to reserve a boat, a deposit equal to at least half of the rental base rate is required at the time of booking. Should the reservation be cancelled within 72 hours of the rental date, 50% of the base rental rate for the reservation will be forfeited unless the boat can be re-rented for that day and time. The booking site will collect sales tax on the deposit amount plus a booking fee. After complete execution of the RENTAL AGREEMENT, on the day of rental, the deposit will be credited toward the full rental base rate. In cases of inclement weather on the date of the rental the deposit can be applied to a future rental date or refunded in full.

### **Before confirming booking & and making a deposit the renter acknowledges the following:**

- \*RENTER/OPERATOR has read the EAGLE MOUNTAIN LAKE BOAT RENTALS LLC Rental Policy available on Eagle Mountain Lake Boat Rentals LLC's webpage. All VESSEL bookings are done on the booking site.
- \*Specifically checked the VESSEL capacity and the towing policy of particular VESSEL being rented.
- \*Read the Booking and Cancellation Policy noted above.
- \*RENTER/OPERATOR agrees to pay for all damages to the Vessel and/or equipment.
- \*RENTER/OPERATOR understands that in addition to the base rental rate, and sales taxes, there is an additional charge per 1/10 hour of engine use at the rate noted above.
- \*RENTER/OPERATOR understands that the RENTER/OPERATOR SHOULD ARRIVE AT LEAST 45 MINUTES BEFORE SCHEDULED RENTAL TIME IN ORDER TO COMPLETE THE REQUIRED PAPERWORK (at least two operators required if boat will be used for towing if driver will also be participating as a person being towed etc.) and receive instructions on operating the VESSEL if they have not rented that particular VESSEL in the past. All guest(s) should arrive at least 30 minutes prior. If renter/operator(s) have rented the Vessel in the past then renter/operator and all guests should arrive 30 minutes early to complete paperwork, load the VESSEL etc.
- \*RENTER/OPERATOR understands that the afternoon half day departure time is subject to the timely return of the VESSEL by the previous Renter. Thus, departure time/return time may be adjusted.
- \*RENTER/OPERATOR should review the anchoring procedures on our website.

**LAKEVIEW MARINA RESERVES THE RIGHT TO CANCEL RENTALS FOR ANY REASON AND WILL BE LIABLE FOR ONLY THE FULL REFUND OF ANY DEPOSIT RECEIVED.**

**RENTER/OPERATOR TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING AND DATING THIS AGREEMENT**

In consideration of the agreements herein ("RENTAL AGREEMENT"), EAGLE MOUNTAIN LAKE BOAT RENTALS LLC ("EAGLE MOUNTAIN LAKE BOAT RENTALS") agrees to rent to the undersigned ("RENTER/OPERATOR(S)") a boat with a motor and all attached and included equipment ("VESSEL"). Said RENTER/OPERATOR agrees to pay an overtime rate of \$50 for each 15 minutes the VESSEL is not returned to EAGLE MOUNTAIN LAKE BOAT RENTALS by the prescribed rental end time. RENTER/OPERATOR also agrees to pay for equipment listed on the predeparture checklist which is damaged or missing upon return of the VESSEL.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR REPRESENTS THAT (1) HE/SHE HAS EXAMINED THE VESSEL AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS RENTED, and (2) HE/SHE WILL OPERATE THE VESSEL IN ACCORDANCE WITH ALL SAFETY RULES, REGULATIONS AND/OR LAWS SET FORTH BY EAGLE MOUNTAIN LAKE BOAT RENTALS, LAKEVIEW MARINA, FEDERAL LAW, STATE OF TEXAS LAW, AND/OR THE TARRANT REGIONAL WATER DISTRICT.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR AGREES TO REPORT ANY ACCIDENT, MALFUNCTION, OR BREAKDOWN OF THE VESSEL TO EAGLE MOUNTAIN LAKE BOAT RENTALS IMMEDIATELY AT (817) 236-4633. CONTINUED USE OF THE VESSEL AFTER AN ACCIDENT OR MALFUNCTION SHALL BE ENTIRELY AT THE RENTER/OPERATOR'S RISK AND THUS RENTER/OPERATOR ASSUMES ALL LIABILITY OF INJURY AND DAMAGE TO ALL PERSONS AND PROPERTY THAT MAY RESULT FROM THE VESSEL'S CONTINUED USE. IT IS ALSO AGREED AND UNDERSTOOD BY THE RENTER/OPERATOR THAT EAGLE MOUNTAIN LAKE BOAT RENTALS SHALL NOT BE HELD LIABLE FOR DAMAGES, INCONVENIENCE, AND/OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE VESSEL.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR represents he/she is experienced and capable in all aspects of the handling and operation of the VESSEL. RENTER/OPERATOR certifies that VESSEL will not be occupied by more than the rated number of people and the combined weight of persons on board will not exceed the weight limit posted in the VESSEL. I, the RENTER/OPERATOR, will not remove the VESSEL or its equipment from Eagle Mountain Lake. I, the RENTER/OPERATOR, agree and understand that VESSEL IS NOT TO BE USED FOR TOWING of anything. I.E. skiers, tubes, wakeboard, etc. Vessels are not to be used to tow any other vessels for any reason. RENTER/OPERATOR agrees that no other individuals than those list on this Rental Agreement will be allowed on board the vessel (unless it is an emergency) and no picking up or dropping off of passengers is allowed at any facility, residence, marina, etc. including Lakeview Marina. At the end of the rental period the renter/operator will bring the vessel back to the same slip as it left out from UNLESS DIRECT OTHERWISE.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

I, RENTER/OPERATOR specifically authorize EAGLE MOUNTAIN LAKE BOAT RENTALS LLC to charge my credit card for any damages to the VESSEL and/or missing or damaged equipment.

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RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR agrees not to use, nor permit the use:

- A. Of the VESSEL for any unlawful purpose;
- B. Of the VESSEL in a careless or negligent manner;
- C. Of the VESSEL while under the influence of alcohol, narcotics, or any other drugs;
- D. Of the VESSEL for any commercial or business-related purpose; this includes fishing instructions for a fee; and/or
- E. Of the VESSEL by the driving of the VESSEL by any person under the age of 25 and/or not listed as a renter or operator on this Rental Agreement.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR agrees not to dock the VESSEL at any other marina, facility, dock, restaurant, or other place other than the slip at Lakeview Marina where the Vessel departed UNLESS it is an emergency.

RENTER/OPERATOR agrees not to beach the VESSEL unless it is an emergency. These prohibitions are due to the fact that significant damage can occur at other docking facilities due to dock design and damage to the motor and/or props and/or hull due to beaching.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR agrees to personally monitor the weather forecast and if it appears a storm may be approaching RENTER/OPERATOR will return the VESSEL to LAKEVIEW MARINA as long as it is safe to do so. Rental rate will be pro-rated in that event. Should storm catch RENTER/OPERATOR too far away from LAKEVIEW MARINA to make it safely back to LAKEVIEW MARINA, RENTER/OPERATOR should seek shelter in a protected cove or other marina on the Lake until the storm passes. RENTER/OPERATOR will not be held responsible for overtime fees should VESSEL be returned a reasonable time after taking shelter from a storm. If possible, care should be taken to set out a significant number of fenders if seeking shelter at another marina.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

The rules and regulations contained herein, as posted in the LAKEVIEW MARINA OR West Bay Marina & RV Park office, on the VESSEL, on the MARINA'S website and/or on marina grounds are for the safety and welfare of all who use this VESSEL and/or LAKEVIEW MARINA or WEST BAY MARINA facilities. The RENTER/OPERATOR certifies that he/she has read and understands said rules and regulations and further assumes the responsibility and liability that his/her family and/or guest(s) will obey said rules and regulations.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR represents he understands and will abide by Texas state law which requires all persons under the age of 13 to wear a life vest while the VESSEL is underway. Additionally, EAGLE MOUNTAIN LAKE BOAT RENTALS LLC suggests that all persons, regardless of age, wear a life vest while VESSEL is underway. Additionally, EAGLE MOUNTAIN LAKE BOAT RENTALS LLC suggests that children under the age of 13 wear a life

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vest at all times while on the docks, on the VESSEL or while swimming. RENTER/OPERATOR acknowledges and agrees that the VESSEL motor must be turned off before anyone gets into the water, is in the water, and/or attempts to get out of the water and back onto the VESSEL. RENTER/OPERATOR also understands that Texas law now requires the users of boats equipped with a kill switch to wear the lanyard at all times the boat is in operation.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR agrees to return the VESSEL in a clean and orderly condition. If VESSEL is returned muddy, dirty and/or containing trash a \$50 cleaning fee will be charged.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR agrees not to smoke on the VESSEL or allow any other person to smoke on the VESSEL. If EAGLE MOUNTAIN LAKE BOAT RENTALS LLC finds evidence that smoking has occurred, a \$100 additional fee will be assessed.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

RENTER/OPERATOR expressly agrees to indemnify and hold harmless EAGLE MOUNTAIN LAKE BOAT RENTALS LLC, TAN 1 ON, INC. DBA LAKEVIEW MARINA, EAGLE MOUNTAIN MARINA & RV PARK LLC, WEST BAY MARINA & RV PARK LLC its agents, affiliates, and personnel, from and against any and all loss, cost, damages, attorney's fees and/or liability in connection with enforcing this RENTAL AGREEMENT by EAGLE MOUNTAIN LAKE BOAT RENTALS LLC , including expenses incurred in connection with attempting to collect delinquent rent and in the event of a lawsuit by EAGLE MOUNTAIN LAKE BOAT RENTALS LLC to recover possession of VESSEL and/or to enforce any terms, conditions and/or provisions herein. It is understood and agreed that venue for any action arising out of this RENTAL AGREEMENT shall be a Texas state court of competent jurisdiction in Tarrant County Texas applying Texas law notwithstanding Conflicts of Law Principles.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

### **SPECIAL RULE FOR DOUBLE DECK BOATS**

RENTER/OPERATOR agrees not to allow anyone to ride on the upper deck while the boat is under power for any reason. RENTER/OPERATOR agrees not to allow anyone to dive from the second deck AND at no time can there be more than 450lbs on the upper deck. RENTER/OPERATOR agrees to not allow anyone to jump off the upper deck or use the slide unless the boat is in at least 15 feet of water. RENTER/OPERATOR understands that there are several sand-bars on Eagle Mountain Lake and just because you might be in the middle of the lake...it may only be a couple of feet deep. RENTER/OPERATOR agrees not to raft a double deck boat to any other boat. This is to prevent the upper deck from being damaged or damaging another boat due to its height as well as the fact that other individuals, not listed on the Rental Agreement, might be tempted to utilizing the upper deck...its slide etc.

RENTER/OPERATOR #1 Initials\_\_\_\_\_ RENTER/OPERATOR #2 Initials\_\_\_\_\_

**EAGLE MOUNTAIN LAKE BOAT RENTALS BY:**

\_\_\_\_\_**DATE**\_\_\_\_\_

**OPERATOR 1: I HAVE RECEIVED A COPY OF, READ AND I AGREE WITH THE RENTAL AGREEMENT:**

**PRINTED NAME**\_\_\_\_\_**SIGNATURE**\_\_\_\_\_**DATE**\_\_\_\_\_

**OPERATOR 2: I HAVE RECEIVED A COPY OF, READ AND I AGREE WITH THE RENTAL AGREEMENT:**

**PRINTED NAME**\_\_\_\_\_**SIGNATURE**\_\_\_\_\_**DATE**\_\_\_\_\_

**WAIVER, RELEASE OF LIABILITY and INDEMNIFICATION AGREEMENT**  
**BY RENTER(S)/OPERATOR(S) AND PASSENGER(S)**

- I. **DISCLAIMER** – THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (“WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT”) IS APPLICABLE TO ANY AND ALL RENTER/OPERATORS AND/OR PASSENGERS OF ANY BOAT, THE VESSEL AND EQUIPMENT OWNED BY AND/OR RENTED FROM “MARINA GROUP” (FOR THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT THE “MARINA GROUP” INCLUDES TAN 1 ON, INC. DBA LAKEVIEW MARINA, EAGLE MOUNTAIN LAKE BOAT RENTALS LLC, EAGLE MOUNTAIN MARINA & RV PARK LLC, WEST BAY MARINA & R.V. PARK LLC, LUX LIFE RECREATION LLC, DBA HELIX BOATS, ATLAS CLUBS - AND ALL OF THEIR OWNERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, AFFILIATES, AND/OR SUBSIDIARIES. THE UNDERSIGNED AGREES THAT HE/SHE IS SIGNING THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT ON BEHALF OF HIMSELF/HERSELF AND AS A PARENTAL RELEASE OF LIABILITY FOR ANY CLAIMS UNDERSIGNED MAY HAVE RELATED TO INJURY/DEATH TO UNDERSIGNED’S CHILDREN. RENTER/OPERATOR FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY EAGLE MOUNTAIN LAKE BOAT RENTALS LLC IN WRITING OF ALL POTENTIAL OPERATORS AND/OR PASSENGERS OF VESSEL OR ITS EQUIPMENT THAT HE/SHE ASSUMES, WILL BE PERSONALLY LIABLE FOR, AND WILL INDEMNIFY MARINA GROUP FROM, ANY LIABILITY ARISING FROM ANY INJURY, DEATH AND/OR DAMAGES CAUSED BY AND/OR SUFFERED BY UNDISCLOSED INDIVIDUALS.
- II. **DEFINITIONS** – THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT ADOPTS THE DEFINITIONS OF THE “RENTAL AGREEMENT” ABOVE. IF A DEFINITION OR TERM WITHIN THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT CONFLICTS WITH A DEFINITION OR TERM WITHIN THE RENTAL AGREEMENT, THE DEFINITION OR TERM OF THE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT SHALL PREVAIL.

- III. ACKNOWLEDGEMENT OF RISKS – THE UNDERSIGNED HERBY ACKNOWLEDGES THAT SOME BUT NOT ALL RISK ASSOCIATED WITH WATERSPORT TYPE ACTIVITIES INCLUDE: (A.) POSSIBLE COLLISION WITH OTHER BOATS, COLLISION WITH MANMADE OR NATURAL OBJECTS, OR WAKE CAUSED BY ANOTHER BOAT, (B.) COLLISION, CAPSIZING, SINKING OR OTHER HAZARD THAT RESULTS IN WETNESS, INJURY, EXPOSURE, HYPOTHERMIA, DROWNING AND/OR DEATH, (C.) EQUIPMENT FAILURE OR OPERATOR ERROR, (D.) IMPAIRMENT OF SENSE OF BALANCE, PHYSICAL COORDINATION, ABILITY TO OPERATE VESSEL, SWIM AND/OR FOLLOW DIRECTIONS, (E.) WIND, INCLEMENT WEATHER, LIGHTNING, EXTREME VARIANCES OF TEMPERATURE AND/OR WIND, (F.) HEAT OR SUN RELATED INJURIES OR ILLNESSES, INCLUDING SUNBURN, SUNSTROKE, OR DEHYDRATION, AND/OR (G.) THE FORGOING IS NOT A COMPLETE LIST OF RISKS AND THAT UNKNOWN AND/OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, DAMAGES OR DEATH.
- IV. EXPRESS ASSUMPTION OF RISK – THE UNDERSIGNED HERBY AGREES THAT HE/SHE IS IN AND AROUND THE VESSEL AND OTHER EQUIPMENT RENTED AND/OR OWNED BY THE MARINA GROUP AT HIS/HER OWN RISK. THE UNDERSIGNED AGREES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION AND USE OF THE VESSEL AND ITS EQUIPMENT. THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY FOR THE RISKS OF PERSONAL INJURY, ACCIDENTS, ILLNESS, DROWNING AND/OR OTHER CAUSE OF INJURY AND/OR DEATH; AND ANY AND ALL RESULTING EXPENSES FROM ANY OF THE FOREGOING RISKS AND ASSUMES ALL RISK OF INJURY, ILLNESS, DAMAGE, LOSS AND/OR DEATH THAT MIGHT RESULT FROM BEING IN OR AROUND THE VESSEL AND ITS EQUIPMENT REGARDLESS OF CAUSE, EVEN IF CAUSED BY THE SOLE NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.
- V. VENUE-. THE UNDERSIGNED HERBY AGREES THAT VENUE FOR ANY ACTION ARISING OUT OF TO THE RENTAL, OPERATION AND USE OF THE VESSEL AND ITS EQUIPMENT SHALL BE A TEXAS STATE COURT OF COMPETENT JURISDICTION IN TARRANT COUNTY TEXAS APPLYING TEXAS LAW NOTWITHSTANDING CONFLICTS OF LAW PRINCIPLES.
- VI. WAIVER/RELEASE OF LIABILITY/HOLD HARMLESS – BY SIGNING THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, THE UNDERSIGNED VOLUNTARILY RELEASES, FOREVER DISCHARGES AND AGREES TO HOLD HARMLESS THE MARINA GROUP FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, DAMAGE, AND/OR DEATH ARISING FROM ANY CAUSE SUSTAINED BY THE UNDERSIGNED AND/OR ANY MINOR CHILDREN AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION AND/OR USE OF THE VESSEL OR EQUIPMENT PROVIDED BY THE MARINA GROUP. THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY FOR ANY SUCH INJURIES OR DAMAGES, WHICH MAY OCCUR, AND FURTHER AGREES THAT THE MARINA GROUP SHALL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY. THE UNDERSIGNED EXPRESSLY AND SPECIFICALLY AGREES TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE MARINA GROUP FROM OR FOR ALL INJURIES, DAMAGES, DEATH, LOSS, OR THEFT EVEN IF SUCH INJURIES, DAMAGES, DEATH, LOSS, OR THEFT IS CAUSED BY THE SOLE AND/OR PARTIAL NEGLIGENCE, GROSS NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.
- VII. INDEMNIFICATION OF MARINA GROUP and LIABILITY TO OTHER PERSONS – THE UNDERSIGNED HERBY AGREES THAT HE/SHE WILL INDEMNIFY AND DEFEND THE MARINA GROUP FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, AND/OR ANY OTHER DAMAGES TO HIMSELF/HERSELF AND/OR ANY AND ALL OTHER PERSONS, INCLUDING BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF THE VESSEL

**AND/OR OTHER BOATS INCLUDING MINOR CHILDREN UNDER THE UNDERSIGNED'S, OR OTHER PERSON'S, CARE, CUSTODY, AND OTHER MINOR CHILDREN, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF THE VESSEL AND/OR EQUIPMENT PROVIDED BY THE MARINA GROUP EVEN IF SUCH INJURIES, DAMAGES, DEATH, LOSS, OR THEFT IS CAUSED OR CONTRIBUTED TO BY THE SOLE AND/OR PARTIAL NEGLIGENCE, GROSS NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.**

- VIII. **ACKNOWLEDGEMENT OF WAIVER, RELEASE AND INDEMNITY** – THE UNDERSIGNED STATES THAT HE/SHE HAS HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT AND TO ASK ANY QUESTIONS ASSOCIATED WITH THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, KNOWS THE CONTENTS THEREOF, AND HAS SIGNED THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT AS HIS/HER OWN FREE ACT. THE UNDERSIGNED WARRANTS THAT HE/SHE IS AWARE THAT HE/SHE MAY RENT, OPERATE, OR USE BOATS AND OTHER EQUIPMENT FROM ANOTHER RENTAL FACILITY, BUT HAS CHOSEN TO RENT, OPERATE, AND USE A BOAT AND/OR EQUIPMENT PROVIDED BY THE MARINA GROUP WITH KNOWLEDGE OF THE FACT THAT SIGNING THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS A REQUIREMENT FOR THE RENTAL, OPERATION AND USE OF THE VESSEL AND EQUIPMENT. THE UNDERSIGNED FURTHER WARRANTS THAT HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST THE MARINA GROUP.

THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN (1.) RENTER(S)/OPERATOR(S) AND/OR PASSENGER(S) AND (2.) THE MARINA GROUP AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THE RENTAL AGREEMENT AND/OR WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

**I HEREBY REPRESENT AND CERTIFY THAT I HAVE READ ALL PAGES OF THE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT AND I FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON ALL PAGES AND I AGREE WITH ALL THE TERMS AND CONDITIONS.**

**RENTER/OPERATOR #1:**

**PRINTED NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RENTER/OPERATOR #2:**

**PRINTED NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**"PASSENGER" PRINTED NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**"PASSENGER" PRINTED NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_



"PASSENGER" PRINTED NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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