

BOAT RENTAL AGREEMENT, RELEASE, AND INDEMNIFICATION

Date: _____

Renter Information



Name: _____

Phone: _____

E-mail: _____

Driver's License State: _____

Driver's License Number: _____

Address on Driver's License: _____

Credit Card: Master Card VISA

Credit Card Number: _____

Exp: _____ CV Code: _____ Billing Zip: _____

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Grenada Lake Boat Rental ("Boat Owner") agrees to rent the Boat listed below to Renter (identified above) for the time specified and subject to all terms and conditions set forth below. This agreement is applicable to all renters, operators, passengers, and users of the Boat. The term "Owner" includes all of the Owner's employees, agents, representatives, servants, assigns, successors, and insurers.

Boat Identification: _____ Rental Date: _____

Start Time: _____ End Time: _____

Print Names of Operators/Passengers: _____

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

1. Waiver/Release of Liability. By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner.
2. Express Assumption of Risk. The undersigned hereby agrees that he/she is renting, operating, or using the Boat at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the Boat, and assumes all risk of injury, illness, damage, or loss that might result, even if the risks arise out of the negligence or fault of Owner.
3. Liability to Third Parties. The undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat, even if such damages arise out of the negligence or fault of Owner.
4. Operator's License. Any person born after June 30, 1980, is required to have a boating license to operate a boat. By signing below, you are verifying that all operator that were born after June 30, 1980, have their boating license.
5. Inspection of Equipment. Boat Owner certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.
6. Damage to Equipment. Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that Boat Owner reserves the right to charge for any damages, repairs, replacement, or special cleaning of any damaged or lost real or personal property, including lost rental time. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental.

7. Prohibited Activities. The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
 - a. Smoking;
 - b. Drugs;
 - c. Operating the boat while intoxicated;
 - d. Operate the boat with more people on board than the boat is rated for;
 - e. Allowing pets weighing more than 25 lbs.
 - f. Allowing more people on the boat than what the boat is rated for;
8. Renter Warranties and Representations. Renter represents and warrants the following:
 - a. That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times;
 - b. That he/she is adequately familiar with the operation of the boat;
 - c. That he/she will operate the boat in a careful, safe, conscientious manner at all times;
 - d. That he/she shall be responsible at all times for the safety of any and all passengers in and around the Boat;
 - e. That he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat;
 - f. That he/she has read and signed the U.S. Coast Guard Checklist (“Keeping Your Boating Experience Fun and Safe”); and
 - g. That he/she will have the fuel tank full when returning the Boat or pay the cost to fill the tank. He/she understands that Grenada Lake Boat Rental is not responsible nor provides the fuel for your rental.
9. Release and Waiver of Claims. Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner’s agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter’s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Boat Owner.
10. Indemnification. Renter hereby expressly agrees to indemnify and hold harmless Boat Owner, Boat Owner’s agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter’s use, misuse, or abuse of the Boat.
11. Cancellation Policy. If Renter cancels his/her reservation within 7 calendar days of the reservation, Renter shall forfeit the deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate date. If inclement weather causes the rental period to end prematurely, the rental rate shall be prorated based on the time used.
12. Life Jackets. Any person under the age of 13 must wear a life jacket at all times while on the boat. All persons must wear life jackets while the boat motor is running. All persons must wear life jackets while swimming from the boat.

- 13. Boat Ramps. If there is a Southwest, West, or Northwest wind over 5 mph do NOT use South Graysport Boat Ramp. If there is a Southast, East, or South wind over 5 mph do NOT use the North Abutment Boat Ramp. If you pull up to any boat ramp and the waves are crashing on the boat ramp, do NOT use that boat ramp.
- 14. Governing Law. This Agreement is governed, construed, and administered according to the laws of Mississippi and the Army Corp of Engineers, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Mississippi and the Army Corp of Engineers.
- 15. Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement’s subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Dated: _____

Renter’s Signature

Operator/Passenger

Operator/Passenger

Operator/Passenger

Operator/Passenger

Operator/Passenger

Operator/Passenger

Operator/Passenger

Grenada Lake Boat Rental

Authorized Representative