

***This template is provided to Getmyboat owners and operators as a courtesy resource. It should be considered only as a guide/template. The location, circumstances, and terms of your rental arrangement are established directly between owners and renters. Please consult with a qualified attorney to ensure suitability prior to use.***

***Getmyboat, Inc is not a law firm and does not provide legal advice. The provision of this courtesy template is not legal advice. Only a qualified attorney can provide you legal advice. An attorney should be consulted for all legal matters. No Attorney-Client relationship is created by use of these materials.***

THESE MATERIALS ARE PROVIDED "AS-IS." GETMYBOAT, INC DOES NOT GIVE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR COMPLETENESS FOR ANY OF THE MATERIALS FOR YOUR PARTICULAR NEEDS. THE MATERIALS ARE USED AT YOUR OWN RISK. IN NO EVENT WILL: I) GETMYBOAT, INC, ITS AGENTS, PARTNERS, OR AFFILIATES; OR II) THE PROVIDERS, AUTHORS OR PUBLISHERS OF ITS MATERIALS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATE OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER USED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THESE MATERIALS.

## **WATERCRAFT RENTAL AGREEMENT & RELEASE OF LIABILITY/WAIVER**

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, \_\_\_\_\_ ("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

1. 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.

2. Damage to Equipment. Renter acknowledges and understands that the 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 the Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that the Boat Owner reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. 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.

3. 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. Operating the boat while intoxicated;
- c. Operate the boat with more people on board than the boat is rated for;
- d. Allowing pets weighing more than 25 lbs.
- e. Allowing more people on the boat than what the boat is rated for; or more than 12 passengers total

4. 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 safe manner at all times;
- d. The he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat; and
- e. That he/she has viewed the power boat safety videos provided at [rentalboatsafety.com](http://rentalboatsafety.com).

5. 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.

6. 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.

7. 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.

8. 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 swimming from the boat.

9. 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.