H and H Lake Rentals LLC. Boat Rental and Liability Waiver

Renter’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Date\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

H and H Lake Rentals LLC. agrees to rent the following boat (the “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 his/her signature in the space provided.

Circle Boat Type: Personal Watercraft Motor Boat Kayak

 READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE H and H Lake Rentals LLC. FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY H and H Lake Rentals LLC. AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge H and H Lake Rentals LLC., its 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 the H and H Lake Rentals LLC. Indemnification For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless H and H Lake Rentals LLC., it’s 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.

H and H Lake Rentals LLC. 320 Arrowhead Trail Cadiz, KY 42211.

BOAT RENTAL AGREEMENT AND 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. Renter assumes and accepts all risks associated with the use of the Boat.
2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by H and H Lake Rentals LLC., and any applicable laws or regulations of the state of Kentucky. Renter shall be responsible at all times for the safety of any and all passengers in and around the Boat.
3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Boat: There is no smoking while in the Boat. There are no alcoholic beverages or drugs permitted in the Boat. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of Renter’s passengers.
4. Life Jacket Requirement. A life jacket must be worn at all times by all people during use of the Boat.
5. Unsafe Use. If at any time H and H Lake Rentals LLC. determines that Renter has engaged in an unsafe or hazardous use of the Boat, H and H Lake Rentals LLC. may notify the Renter that it is immediately terminating the rental agreement. Upon termination the Renter must return the boat to H and H Lake Rentals LLC. immediately. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. H and H Lake Rentals LLC. shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”
6. The Damage Deposit: A damage deposit of $300.00 will be collected for each watercraft rented. Upon both the dropping off/delivery and return, a H and H Lake Rentals LLC. representative will inspect the watercraft for damage. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to H and H Lake Rentals LLC. as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items are in any way lost, stolen or misplaced during the rental period. Should any damages exceed the $300.00 damage deposit, H and H Lake Rentals LLC. will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, and reasonable attorney’s fees must be paid in full upon User’s presentation of the bill. The security deposit shall not bear interest. User shall be responsible for damages at and beyond the $300 damage deposit.
7. Condition of Boat upon Return. The Renter shall return the Boat to H and H Lake Rentals LLC. on or before the termination date and at the specified location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, accessories, rigging, trailer and condition of fiberglass, with ordinary wear and tear being acceptable. H and H Lake Rentals is NOT responsible for flying fish or floating debris.
8. H & H Lake Rentals LLC explained to you detailed safety instructions and you completely understand how to properly and safely operate the boat you are being shown.

Renter signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_ \_\_ \_\_\_\_

Number of occupants \_\_\_\_\_\_\_\_\_