

# BOAT RENTAL AGREEMENT AND RELEASE

**Company**      **Maijac Cottages and Marine**  
 184 Chapman Dr.  
 Burk's Falls, ON P0A 1C0

<b><u>Renter</u></b>	<b>Name:</b>		<b>Phone:</b>	
	<b>Date of Birth:</b>		<b>Email:</b>	
	<b>Address:</b>			

Company agrees to rent the following boat (the "Boat") to the "Renter" above, 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.

The Renter shall be the sole operator of the Boat. Passengers shall not be permitted to operate the Boat at anytime.

<b>Vessel ID#</b>	
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The Boat shall be rented for the time period and rate specified as follows:

OFFICE USE ONLY	}	<b>Time Out</b>		<b>Time In (Scheduled/Actual)</b>	
		<b>Rental Rate</b>			
		<b>TOTAL AMOUNT DUE</b>		<b>SECURITY DEPOSIT DUE</b>	

**PLEASE READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY 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 Company, Company's agents, employees, 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 Company.

**Indemnification**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Company, Company’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.

**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.

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Renter Initials

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 Company, and any applicable laws or regulations. Renter shall be responsible at all time for the safety of any and all passengers in the Boat.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Boat:

- a) There is **no smoking** while in the Boat.
- b) There are **no alcoholic beverages** 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.
- c) There are **no pets** permitted in the Boat

4. Age Restriction. Renter must be at least 18 years of age.

5. Unsafe Use. If at any time Company determines that Renter has engaged in an unsafe or hazardous use of the Boat, Company may board the Boat, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, Renter must return the Boat to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Company shall determine, at its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

6. Condition of Boat Upon Return. The Renter shall return the Boat to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat during the rental period. Company shall retain any portion (or all) of Renter’s security deposit as necessary to cover repairs for such damages. To the extent that damages to the Boat exceed the amount of the security deposit, Renter shall be billed by Company for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees.

7. Boat Operator's Competency. A valid proof of boat operating competency is required before renting, otherwise training must be completed.

**Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.**

<i>Signature</i>
<i>Print Name</i>
<i>Date</i>