LAKE CUMBERLAND BOAT RENTAL LLC

BOAT RENTAL AGREEMENT, RELEASE AND INDEMNIFICATION

D	Date:	
<u>Re</u>	Renter Information	
Na	Name:	
Ph	Phone:	
E-	E-mail:	
Dr	Driver's License State & No.:	
	Credit Card No Exp: CV Code: Billing Zip:	
Ex	Exp: CV Code: Billing Zip:	
	ubject to all terms and conditions set forth below. Boat Identification: Rental Date:	
Sta	tart Time: End Time:	
1.		
		agreement. Renter will inspect the Boat at Owner. If Equipment has damage or
2.	. <u>Inspection of Equipment.</u> Boat Owner certifies that the boat and mote condition. Any known damage or problems will be listed on this rental prior to use and leases the same without any representations by Boa problems not listed on this agreement, Renter must notify the Boat Ow the first day of rental.	agreement. Renter will inspect the Boat at Owner. If Equipment has damage or ner before use of the boat begins and on boat is to be left in clean, undamaged riod. If rental Equipment is not left in wher reserves the right to charge Renter and agrees that Boat Owner reserves the g of any damaged or lost real or personal ag this Boat Rental Agreement/Contract,

- 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.

full amount due for the rental regardless how much time is remaining on the rental.

- e. Allowing more people on the boat than what the boat is rated for.
- f. Limit of 8 people.
- 4. <u>Renter Warranties and Representations.</u> 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.
- 5. <u>Release and Waiver of Claims.</u> 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. <u>Indemnification</u>. 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. <u>Cancellation Policy</u>. 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. <u>Life Jackets</u>. 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. <u>Governing Law.</u> This Agreement is governed, construed, and administered according to the laws of Kentucky, 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 Kentucky or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Kentucky.
- 10. 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: _____

_____ (seal) Renter's

Lake Cumberland Boat Rental, LLC, Boat Owner

(seal) Authorized Representative



KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE

••A Checklist from the U.S. Coast Guard and this Company ••••



- I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- I understand that life jackets sized for adults are unsafe for children.
- I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).
- IF I OR THE OTHER BOAT FAIL TO ACT -
- □ I understand there <u>is</u> the threat of a collision and it <u>is</u> my responsibility to slow down, steer away and/or stop.



I understand that when I meet another boat head-on I should steer to the right (starboard).



I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



I understand that I must yield (give way) to all boats under sail.



П

I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.

I understand that using alcohol, drugs and

certain prescription medications may im-

pair my ability to operate this boat safely.



I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- □ I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers never to dive or jump off of a moving boat.



I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.

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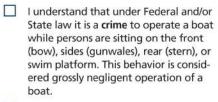
I understand that five short blasts of a horn or whistle signal danger or need for assistance.



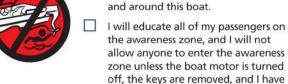
I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons[®] and individual states which would help me when I rent or operate boats.

PONTOON/DECK BOAT





I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.



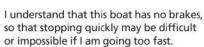
counted to ten to allow the propeller time to stop spinning.
I will take a head count to make sure all passengers are present and accounted for before starting the motor.

I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.

I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

I will not use any generator that is not supplied as part of the rental package on this boat.







I will not operate this boat at speeds that are unsafe for the conditions.

I will obey No Wake zones/signs.



I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



I have been informed of the total capacity of _____ people and _____ lbs of gear for this boat. I will not exceed that limit.

I understand that overloading this boat is unsafe and against the law.



I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).

I will anchor this boat only from the front (bow).



I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

- I will instruct my passengers **never** to dive or jump off of a moving boat.
 - I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



If this boat is equipped with an engine cut-off device, I will use it.

I have received an operational orientation for this boat and understand that a written manual is on board.

