

Watercraft Rental Agreement and Release

Renters Info

Vessel Operator Name: _____

Address: _____

State: _____ ZIP: _____ E-mail address: _____

Date of Birth: _____ Phone Number: _____ Driver's License _____

Have you ever operated a watercraft? YES _____ NO _____ Boater Safety Card # _____

Boat Model

Model Description: _____ Hourly Rate _____

Delivery/Reservation Date/Time _____/_____/_____ Duration/Rental time _____

Rental Terms

Hour Rental: \$ _____

Services: Dropoff/Pickup \$ _____

Taxes: \$ _____

Total Estimated Charges \$ _____

REFUNDABLE SECURITY DEPOSIT: \$500.00

Payment Info:

Name on Card: _____ CVV: _____ ZIP CODE: _____

Card Type: _____ Number: _____ EXP: _____

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Acknowledgements

1. Each approved Operator is aware of and agrees that there are no warranties relating to the watercraft and that it is being rented "as is."

All Approved operators Initial here: _____

2. Each approved operator is aware of and agrees to the warnings, risks, and release printed in the "*Risks & Liabilities Release Agreement*" on this form.

All Approved operators Initial here: _____

3. Each approved operator understands and agrees to the insurance provisions printed in the "*Risks & Liabilities Release Agreement*" on this form.

Signature of renter/Approved Operator

Print Name & Age

Drop off Signature of Renter

Print Name

Pickup Signature of Renter

Print Name

Renter/Boat operator comments/Suggestions/Service Ratings

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RISK & LIABILITY RELEASE AGREEMENT

- 1) All Water are used at the renter's and renter's guest and/or passenger's risk.
- 2) ACKNOWLEDGEMENT OF RISK: I acknowledge that some, but not all, of the risks of participating on the water activity include:
 - a. Change water flow tides, current, wave action, and ship wakes.
 - b. Collision with any of the following: other participants, the watercraft, other watercraft, and man-made and natural objects
 - c. Wind Shear, inclement weather, lightning, variances, and extreme wind, weather, and temperature
 - d. Ability to operate equipment, swim and/or follow directions, impaired sense of balance and/or physical conditions
 - e. Collision, capsizing, sinking, or other hazards which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning
 - f. The presents of insects and marine life forms, some of which are poisonous
 - g. Equipment failure or operator error
 - h. Heat and sun related injuries or illness, including sunburn, sunstroke, and/or dehydration
 - i. Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
- 3) EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I agree to assume the responsibility for all risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE COMPANY CJ RENTAL). My/our participation in the activity is purely voluntary, and I assume full responsibility and any of my minor children for who I am responsible, and for any bodily injuries, accident, illness or paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSE IN WHOLE OR IN PART BY THE NEGLIGENCE OF CJ RENTAL).
- 4) RELEASE: I hereby release CJ Rentals, its principles, directors, officers, agents, employees and volunteers, their insurers, and each and every land owner, municipal and/or government agency or owner upon whose property any activity is conducted, and their insurers, if any, from and all claims, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's of any sort, and at any level, I collectively release, FROM ANY AND ALL LIABILITY OF ANY NATURE< FOR ANY AND ALL INJURY OR DAMAGES (INCLUDING DEATH) TO MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF CJ RENTALS, OR ANY OTHER PERSON (INCLUDING MYSELF).
- 5) RESPONSIBILITY: I hereby agree to assume full responsibility for Physical damages to the vessel during my time of possession of the vessel during my time of possession of the vessel,

CJ-Rental Boat agreement with Release statement

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in such cases where I/we, the undersigned, was/were no the party at fault, all cartage expenses, repairs, and downtime will be charged to me/us, following I/we agree to seek reimbursement from any third parties separately.

In acknowledgement of the aforementioned paragraph, I herby initial here (Participant)_____

- 6) ADHERENCE TO RULES: I hereby agree to follow all instructions and commands of CJ RENTALS. Failure to follow any instructions or commands or rules or failure to comply with any of the aforementioned agreements and acknowledgements, is grounds for immediately termination of the rental of the boat and will result in full forfeiture of any monies paid or to be paid, regardless of the time left, and in spite of time lost. Payments of all fees are due no later than the end of the rental, the failure of which constitutes theft and will result in the notification and beckoning of authorities to enforce the provisions of this contract.

In acknowledgement of the aforementioned paragraph, I hereby initial here:

Participant_____

Guest/Passenger_____