

Parson Shores Lodge Boat Rental Agreement

Phone: 517-206-4916

The boat which the Owner agrees to rent is:

2009 22' Deluxe Pontoon _____

Or 1990 24' Old pontoon _____

Renter Name and Age:

(Please include a photo copy of driver's license of each driver)

Rental Period:

Owner agrees to rent the above-described boat to Renter for a period of _____ days, beginning on _____ and ending on _____

HOME PHONE: _____ CELL PHONE: _____

SIGNATURE: _____

Release of Liability

NOTICE OF RISK: Owner represents that to the best of his/her knowledge and belief that said boat (and motor, if any) is free from any known faults or deficiencies which would affect safe and reliable operation under normal and prudent usage.

Owner further represents that all required lifesaving and safety equipment are provided and in excellent order and condition at the time of delivery to the Renter.

Renter agrees to return said boat to Parson Shores Lodge boat dock, in the same condition and with the same equipment as the time of delivery to the Renter. In case of theft or loss, Renter is responsible for the replacement value of the equipment. In case of abuse or damage, Renter will be charged for the repair or replacement of the equipment.

Please Initial _____

ASSUMPTION OF RISK: Renter understands and is aware that boating, skiing, riding water toys are **HAZARDOUS** activities. Renter understands that the sport of boating, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user's body and possible **DEATH**. Renter hereby agrees to freely and expressly assume and accept any and all risks in the use of the equipment rented.

Please Initial _____

LIABILITY AGREEMENT: Renter hereby release from any legal liability, Parson Shores Lodge and its owners from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting Renter, the full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment.

Parson Shores Lodge reserves the right to (a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of Parson Shores Lodge with regard to the use of the equipment by **RENTER** are made for safety reasons, including, but not limited to, the following:

Unsafe operation of the equipment Lack of sobriety of the **RENTER** Unsafe weather

Please Initial _____

Security Deposit for Equipment Rental

Renter understands that the Security Deposit is a deposit against all costs of replacement, repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to Parson Shores Lodge pursuant to this agreement. Further, Renter is responsible for all damages and/or losses to the equipment or any of its contents during that period. The security deposit must be paid in full before the equipment is removed from the premises. The security deposit will be held until the equipment is returned at the end of the rental period, cleaned, checked mechanically and otherwise processed. All rental expenses will be deducted from the deposit and the balance returned in the same manner in which it was paid. Renter is liable for all loss or damage to the equipment, which can be well in excess of the security deposit held, up to and including the replacement cost.

Please Initial _____

USE OF BOAT Renter further agrees that:

- (a) The rented boat shall not be used to carry passengers or property for hire;
- (b) The rented boat shall not be used to carry passengers or property in excess of the rated capacity of the boat;

(c) Not to use the boat to tow or propel any other boat, barge or thing without the owner's written permission;

(d) Not to use the boat (or motor) in any race or competition;

(e) Not to use the boat (or motor) for any illegal purpose;

(f) Not to operate the boat (or motor) in a negligent matter;

(g) Not to permit the boat (or motor) to be operated by any other person without written permission of the Owner;

(h) Not to remove the motor from the boat for any use whatsoever.

Please Initial _____

INSURANCE

Renter hereby agrees that he/she shall fully indemnify Owner damages caused by Renter.

Please Initial _____

I acknowledge and agree that the equipment will be operated by me, prior to taking custody of it: that I have inspected said equipment and leases same without any representations by Parson Shores Lodge; that I warrant that I am a qualified operator of said equipment; that I will not allow any other persons except a member of my party to operate the boat; that I will be responsible for all such operation; that the boat and motor are in good mechanical and physical condition; that I will not operate the boat, or permit anyone to operate the equipment, while under the influence of alcohol or drugs; that said equipment will be returned to Parson Shores Lodge in the same condition as received including a FULL TANK OF GASOLINE, which I am responsible to purchase at the end of the trip. It is expressly agreed that Parson Shores Lodge shall not be liable for loss of or damage to any property left or stored by RENTER or any other person in or upon said equipment after return thereof to Parson Shores Lodge. I agree to hold Parson Shores Lodge harmless from and against any such claims.

Renter has read this contract and agrees to the terms hereof.

PLEASE PRINT NAME:

SIGNATURE: _____