



## **PONTOON BOAT RENTAL AGREEMENT-WAIVER AND RELEASE OF LIABILITY**

This Pontoon Boat Rental Agreement is made by and between A&R Rental LLC. and the Renter identified below and is effective as of the date of the signature of the Renter.

### **1. Renter.**

The Renter is: \_\_\_\_\_ (print full name)

Drivers license#: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Desired Lake: \_\_\_\_\_

### **2. Rental Rate and Rental Duration.**

The pontoon boat and all associated equipment are rented for \$\_\_\_\_\_, to be delivered on (date) \_\_\_\_\_/\_\_\_\_\_/2022 @ \_\_\_\_\_ a.m./p.m. and will be picked up on (date) \_\_\_\_\_/\_\_\_\_\_/2022 @ \_\_\_\_\_ a.m./p.m.

A \$200 deposit is due immediately upon execution of this agreement, the remaining balance along with a \$500 damage deposit are due on the date delivery. Your date and time will not be secure until this agreement is completed, signed and reservation deposit is received.

**Drop off 10am -- Pick up 6pm (negotiable)**

**Cost-**

**\$ 350 1 day**

**\$ 570 2 days**

**\$ 780 3 days**

**\$ 980 4 days**

**\$1170 5 days**

**\$1350 6 days**

**\$1475 7 days**

### **3. Rules for Use of Pontoon Boat and Equipment.**

Renter agrees that he or she shall use all equipment, including the pontoon boat, safety (life) vest, engine, gas tank, ropes, anchor, and safety flares/whistle (hereinafter collectively referred to as the

“pontoon boat equipment”) only for the purpose of personal entertainment, with safety always in mind, and in accordance with ALL of the following rules:

**A.** Renter shall obey all federal, Michigan, and local laws, ordinances, rules or regulations with respect to the use and operation of the pontoon boat equipment and shall obey all lawful directives from A&R Rental LLC, emergency or law enforcement personnel while operating the pontoon boat equipment.

**B.** Renter shall not, at any time, dangle their legs off the sides of the pontoon boat while in motion. This is against the law and dangerous.

**C.** Renter shall close and secure the front and back door with all riders inside before the pontoon boat begins moving.

**D.** Renter shall not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol) while operating the pontoon boat equipment.

**E.** Renter shall not allow pets onto the pontoon boat.

**F.** Renter shall return all of the pontoon boat equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter shall inform the A&R Rental LLC upon return. Renter shall be financially responsible for all lost equipment, at replacement cost.

**G.** Renter shall follow all posted speed limits and rules of navigation while on the water, and shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the pontoon boat. Renter shall take care not to allow the pontoon boat to collide or damage other vessels that may be docked in a marina or in operation on navigable waters.

**H.** Renter shall not throw trash or litter from the pontoon boat, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacle.

**I.** Renter shall not allow anyone other than Renter to use or operate the pontoon boat equipment.

**4. Acknowledgements and Agreements.** By executing this Pontoon Boat Rental Agreement, undersigned Renter acknowledges and agrees that:

**A.** Renter has read and fully understood all the rules associated with the Use of the Pontoon Boat and Equipment, the Warnings, Assumption of Risk, and the Waiver and Release of Liabilities included in this Agreement and agrees to be bound thereby.

**B.** Renter acknowledges and agrees that he or she has the requisite skills, physical abilities, and mental abilities, including swimming skills, necessary for the proper and safe use of the pontoon boat equipment.

**C.** Renter is personally liable for any injury or damage caused to others or their property while operating the pontoon boat.

**D.** Renter agrees all children under the age of 6 are to wear a properly fitted and fastened U.S. Coast Guard approved floatation device (lifejacket) while aboard the pontoon boat or on or in the water.

**E.** A&R Rental LLC is not liable for the loss or damage to the personal property of the Renter. Be careful objects don't fall from clothing and be careful to secure hats.

**5. Warnings.** In consideration of the use of the pontoon boat the undersigned Renter acknowledges the following warning.

**WARNING:** There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of water craft, including but not limited to pontoon boats and their related equipment. These risks are inherent in boating and may be present even if the pontoon boat equipment is used properly and even in still water. The Renter understands and acknowledges that the operation of the pontoon boat equipment involve risks such as, but not limited to, the following:

**(a)** changing water flow, conditions or currents;

(b) collision with other participants, any portion of the interior of the craft, other watercraft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders;

(c) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration;

(d) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals;

(e) sense of balance, physical coordination, ability to swim, and/or ability to follow directions;

(f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning;

(g) injury while getting in and out of the craft;

**6. Assumption of Risk.** Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a pontoon boat and the pontoon boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the pontoon boat and pontoon boat's equipment, by executing this agreement Renter expressly assumes all risks that arise from the use and operation of the pontoon boat or pontoon boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors or circumstances related to the use of the pontoon boat and pontoon boat equipment.

**To explicitly acknowledge the Renter's assumption of risk, Renter shall place their initials**

**here:** \_\_\_\_\_ (Renter must initial).

**7. Waiver and Release of Liability.** The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge A&R Rental LLC, its officers, agents, employees, successors and assigns, from any and all claims or liability arising from the use or operation of the pontoon boat or the pontoon boat equipment and agrees that it shall not sue them on account or in connection with any claims, causes of action, injuries, damage, cost of expenses arising therefrom, whether arising from the negligence or strict liability, and regardless of the participation of an other third party in the causation of any such injuries, damages, or liability. Renter acknowledges that this waiver and release includes the waiver of future, unknown claims.

**To explicitly acknowledge the Renter's waiver and release of liability, Renter shall place their initials**

**here:** \_\_\_\_\_ (Renter must initial).

**8. Indemnity.** The undersigned Renter agrees to indemnify and defend, A&R Rental LLC from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment and that Renter shall hold A&R Rental LLC and its officers, employees and agents (each, an "Indemnatee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the pontoon boat and pontoon boat equipment, which include but are not limited to damages to or destruction of any property of an Indemnatee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnatee, the undersigned or anyone else; provided.

**To explicitly acknowledge the Renter's agreement of indemnity, Renter shall place their initials**

**here:** \_\_\_\_\_ (Renter must initial).

**9. Gas/Fuel.** The first tank of gas is included with each rental, there is no need to return the pontoon with a full tank.

**10. DAMAGE TO OUR EQUIPMENT.** The Renter agrees that the pontoon must be returned clean and without damage. If the pontoon is returned damaged or in need of extra cleaning, the Renter understands that A&R Rental LLC reserves the right to charge the Renter for any damage or extra cleaning.

**here:** \_\_\_\_\_ (Renter must initial).

**11. Launch/Return.** The renter must be at the agreed launch location within an hour of the rental start time, if the renter fails to meet within an hour of their reserved start time the rental may be canceled and deposit will be forfeited. Late rental returns will be charged \$100 per hour, deducted from the security deposit.

**here:** \_\_\_\_\_ (Renter must initial).

**12. ON WATER SERVICE CALL.** If on water repairs or towing is necessary due to negligence or damage due to operator error, the Renter is responsible for any and all fees associated with such repairs/towing. A&R Rental LLC must be notified immediately if there is a need for repair.

**here:** \_\_\_\_\_ (Renter must initial).

**13. NO GREAT LAKES**

If rental is on Lake Charlevoix, you may enter Round Lake but you may not enter Lake Michigan.

**here:** \_\_\_\_\_ (Renter must initial)

**14. NO WATER SPORTS.** The renter agrees not to engage in any watersports (ie. tubing, skiing).

**here:** \_\_\_\_\_ (Renter must initial).

**13. Cancellation Policy.** If the renter cancels their reservation less than two weeks before their scheduled delivery date and time, the renter will forfeit their reservation deposit. We reserve the right, solely at our discretion, to reschedule and/or cancel your reservation in the event of inclement weather or unforeseen mechanical/safety issues.

**Renter is responsible for any and all damages to our equipment, while in your care, up to and including replacement cost.**

The undersigned Renter has read, understands and agrees to be legally bound to this Pontoon Boat Rental Agreement-Waiver and Release of Liability, realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, assigns and legal representatives.

**Renter's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_