

Moose Watch Development, Inc
PO Box 1033 Bradford, PA 16701
814-558-7755

Power Boat Rental Contract

Boat _____

Start Date of Boat Rental _____

Start Time of Boat Rental _____

End Date of Boat Rental _____

End Time of Boat Rental _____

Name of Renter who will operate the boat _____

Driver's License # _____ State _____ DOB _____

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Moose Watch Development, Inc (herein after referred to as the Lessor) agrees to lease to the undersigned (herein after referred to as the Lessee) the boat and equipment described herein.

Initial: [REDACTED]

The lessee certifies that he/she has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it is leased. That he/she will operate the boat in accordance with all safety rules and regulations as posted on the boat and further certifies that he/she has read and understands said rules and regulations.

Initial: [REDACTED]

Lessee agrees to report an accident, malfunction or breakdown of the rental boat to Lessor immediately in accordance with the Malfunction/ Breakdown clause which follows.

Initial: [REDACTED]

This certifies that I (We), the Lessee(S) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. Lessee agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement. I, the Lessee(s) am/are aware of the NO WAKE areas and am/are responsible for an damaged caused by my wake. I, the Lessee(s) will not remove any equipment from Keuka Lake and will operate that said boat within limits of Keuka Lake from Moose Watch Development, Inc and I (We) have familiarized myself/ ourselves with a chart of the area. Water Skiing, Towing, and/or night operation of rental boats and equipment is forbidden, no exception, lessee is liable.

Initial: [REDACTED]

I authorize and allow Moose Watch Development, Inc to charge my credit card for any damages to or loss of boat and equipment at replacement costs. Boat rental price does not include refueling, or tax. Boat must be refueled and the tank FULL when the boat is turned in.

Initial: [REDACTED]

The Lessee acknowledges he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe, dependable condition while in he/she custody.

Initial: [REDACTED]

A major credit card authorization (VISA, MasterCard, Discover, or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the Lessor as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of boat by Lessee.

Initial: [REDACTED]

Lessee agrees not to use, nor permit the use:

- A. of the rental boat for any unlawful purpose;
- B. of the rental boat in a careless or negligent manner;
- C. of the rental boat while under the influence of liquor or alcohol or narcotics; or any other drugs;
- D. by any other person not the signatory of the agreement, not at least 26 years of age, or not equally qualified; and
- E. of the rental boat after dark.

Initial: [REDACTED]

Lessee acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental boat. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental boat. LESSEE further agrees to hold the LESSOR harmless should loss or damage occur to any LESSEE'S personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: [REDACTED]

Lessee expressly agrees to indemnify and hold Lessor and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and / or liability in connection with the enforcing of the forgoing rental contract by Lessor, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by Lessor, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that venue and any action hereunder shall be in Keuka Lake.

Initial:

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the Lessee will immediately report it to the Lessor by telephone at 1-814-558-7755 and leave a message if not answered. Continued use of it shall entirely at the Lessee's risk and thus Lessee assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial:

Lessor reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial:

The rules and regulations contained herein and as posted on the boat and /or the grounds by the Lessor are for the safety and welfare of all who use the facilities. The Lessee certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial:

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect. THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (We) have read all pages of the agreement and fully understand the terms and conditions as set forth; that I (we) acknowledge receipt of a copy of this agreement.

Lessor: Moose Watch Development, Inc by: _____ Date: _____

Lessee: Date:

WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Moose Watch Development, Inc * (For purposes of this Waiver and Release, the term "Moose Watch Development, Inc" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Moose Watch Development, Inc.). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Moose Watch Development, Inc all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Moose Watch Development, Inc of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Moose Watch Development, Inc. Initial: _____

II. ACKNOWLEDGEMENT OF RISKS - The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, wind, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms and animals 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. Initial: _____

III. EXPRESS ASSUMPTION OF RISK - The undersign hereby agrees that he/she is renting, operating or using the equipment provided by Moose Watch Development, Inc at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and /or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Moose Watch Development, Inc. Initial: _____

IV. WAIVER/RELEASE OF LIABILITY - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Moose Watch Development, Inc from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigneds custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Moose Watch Development, Inc regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Moose Watch Development, Inc shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Moose Watch Development, Inc shall not be responsible for such injuries, damages, loss or theft. Even in the event of negligence or fault by Moose Watch Development, Inc whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Moose Watch Development, Inc. Initial: _____

V. LIABILITY TO THIRD PARTIES - The undersigned hereby agrees that he/she will indemnify and hold harmless Moose Watch Development, Inc for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's and minor children under the undersigned's custody, care and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Moose Watch Development, Inc even if such damages arise out of the negligence or fault of Moose Watch Development, Inc. Initial: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE - The undersigned states that he/she had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Moose Watch Development, Inc for Moose Watch Development, Inc's negligence. Initial: _____

RENTER: _____ DATE _____

Additional Passengers

1) _____ 2) _____ 3) _____ 4) _____

5) _____ 6) _____ 7) _____ 8) _____