

Keyesport Boat Rental and Charters Rental Agreement/Waiver

Craig A West DBA Keyesport Boat Rental and Charters, herein referenced as KBRC, as the Lessor, and the person(s) signed below, as Lessee(s) hereby enter into a Waiver and Rental agreement for watercraft and/or equipment and/or watercraft operator (Rental Captain Service), specified in corresponding Reservation Request, Sales Orders &/or receipts and in Before and After Boat Inspection Checklist(s).

Lessee(s) agree that the KBRC Liability Waiver and Indemnity Agreement is incorporated herein by reference and is part of this Rental agreement.

In consideration of being permitted to Rent a watercraft and/or equipment (any equipment) and/or watercraft operator herein referenced as Equipment, from Lessor, Lessee or signer:

A: Hereby Acknowledges that there are dangers and risks of injuries and loss inherent in operating before mentioned equipment and activities associated with being on and/or in Carlyle Lake and Tradewinds Marina, not limited to alcohol consumption and/or entering, being in and exiting the water and/or watersports and/or being on premises with full knowledge or not of such risks, Lessee(s), Guests of Lessee(s) or signer still desires to rent before mentioned rental equipment and services from LESSOR and

B: Hereby waives, releases all covenants not to sue Lessor, its shareholders, directors, officers, employees and agents (those other than Lessor hereinafter collectively the associated persons) from any and all liability to the Lessee or signer for any and all claims of any kind or character losses, damages, actions, causes of action, or expense whatsoever which arise out of, in connection with, result from or relate in any manner to the use of the before mentioned watercraft and/or equipment or the actions or omissions of the Lessor and/or the associated persons with regard thereto including: but not limited to, any and all such claims for known or unknown, foreseen or unforeseen, bodily injuries, death, property damages, personal injuries and all other types of loss or damage, whether occurring prior to, during or after the use of the before mentioned watercraft and/or equipment rented hereunder, whether caused by the negligence of the Lessor and/or the associated persons; and

C: Hereby agrees to indemnify and save and hold harmless Lessor and the associated persons from any losses, liabilities, damage, or costs which the Lessee or signer and/or the associated persons may incur due to the use of the before mentioned watercraft and/or equipment leased hereunder which are caused directly by Lessee or signer including, but not limited to, losses or injuries suffered by persons not a party of this Liability Waiver and Indemnity Agreement; and

D: Lessee(s) is responsible for identifying and registering all person(s), herein referenced as Guest(s), participating in the rental and/or operation of equipment rented by Lessee(s) from KBRC. Lessee(s) agrees to have all guest sign KBRC Liability Waiver and Indemnity Agreement is incorporated herein by reference and is part of this Rental agreement. Lessee(s) agrees and assumes liabilities of any and all guest(s) registered or not. Lessee(s) agrees and assumes any and all liabilities guest(s) waived and/or indemnified KBRC of in the KBRC Liability Waiver and Indemnity Agreement as Lessee(s) guest(s).

E: Hereby acknowledges that he/she has read, understood and voluntarily signed this rental agreement containing the foregoing waiver and indemnity agreement and agrees that such agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and agrees that any portion thereof is held invalid the balance shall not withstanding, continue in full legal force and effect and agree that he/she assumes full responsibility for all risk of bodily injury, personal injury, death, property damage, and all other types of loss and damage, whether due to the negligence of the lessor and/or the associated persons have relied upon this Liability Waiver and Indemnity Agreement in renting the before mentioned watercraft and/or equipment to Lessee(s).

F: Lessee(s), Guest of Lessee(s) and signer agrees to pay all Attorney Fees and Courts Cost to defend or uphold this agreement for KBRC and Associated Persons

G: Lessee(s), Guest of Lessee(s) and signer further agrees

a) to pay the rental costs and other charges listed on corresponding sales order(s) prior to using equipment;

b) to keep said watercraft and/or equipment in a safe place and not to leave leased watercraft and/or equipment unattended;

c) to determine and assign any and all operator(s) of the watercraft and/or equipment;

d) not to allow the operation of watercraft and/or equipment in a negligent, careless, or needlessly rough manner or in violation of any laws, ordinances, or regulations;

e) to pay for all damages to and losses of watercraft and/or equipment during the term of this lease agreement,

f) not to authorize any repairs to watercraft and/or equipment without consent of the Lessor;

g) to return to KBRC dock for any & all rental watercraft fuel needs.

h) to pay the Lessor replacement cost of any and all rented and/or leased equipment including watercraft, towables, trailers, motors, ladders, propellers, railing, bimini sun tops, anchors, and any and all parts, assemblies, and pieces of equipment or items rented or leased by lessee from KBRC upon demand by KBRC if rented items are damaged or excessively worn in any way.

i) to pay any and all repair and/or replacement costs and/or loss and or loss of income and/or labor cost to facilitate repairs, herein reference as damage resulting from operation resulting in damage or excessive wear.

j) to authorize KBRC to charge all equipment damage, at any time fees able, to the credit/debit card electronically on file when reservations were made.

k) to pay any and all attorney's fees and court costs associated with collecting repair and/or replacement costs of said leased watercraft and/or equipment regardless of successful recovery of cost

l) the information supplied on this agreement by Lessee(s) is true and correct.

m) Lessee(s), all pilots and/or operators and/or boat drivers has the knowledge, skills and ability to operate watercraft and equipment.

n) Lessor reserves the right to cancel this lease agreement at any time and demand immediate return of said watercraft and/or equipment for any reason.

o) Lessee(s) further agree to operate watercraft and/or equipment at least 200 feet from any other watercraft or obstacle, and to maintain a minimum of 200 foot safe operating distance from any skiing, swimming, or other activity.

p) Lessee(s) further agree that the northern half of Lake Carlyle as divided by the railroad trestles are OFF LIMITS to leased watercraft except Kayaks and Canoes. Acknowledges restricted areas of Carlyle Lake from Railroad trestle second bridge from the west, due south to 300 yards past mile marker 6 point of reference to Eastern shore; Areas around and strip between Silos 200 yards wide located in the Mid-Eastern portion of the lake.

q) Lessee(s) further agree to pay late fees if equipment is not returned at the time on rental agreement at the rate of 50% per hourly rate for every 15 minute increments; if not returned in within an hour agrees to pay an additional fee to locate them for prompt return at \$25 per 15 minutes plus fuel consumed to locate.

r) Lessee(s) further agree to return to KBRC dock if additional fuel is needed for rented watercraft. No other fuels sources allowed in refueling rented watercraft.

s) Lessee(s) further agree that no refunds or discounts, fee reductions, nor rate decreases will be requested nor given due to weather. In the event KBRC deems weather condition unfavorable for rental conditions the reservation will be rescheduled within 30 days. After 30 days reservation is forfeited.

t) Lessee(s) further agree that no refunds or discounts, fee reductions, nor rate decrease will be requested nor given for cancelations of reservations less than 72 hours. Cancelations more than 72 hours has 50% penalty with a

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minimum \$50.00

u) Lessee(s) further agree no refunds, discounts, fee reductions, rate decreases will occur after watercraft is initially driven or moved from dock by Lessee or Lessee's representative(s). Lessee(s) further agree all rental fees are fully earned at the moment when Lessee(s) moves rented watercraft from the dock or leaves KBRC property with rented item(s).

v) Lessee(s) further agree and understand it is SOLELY the responsibility of lessee(s) to obey all Illinois State Boating Laws & Regulations and to oversee all pilots and/or operators and/or boat drivers and/or rental captain services form KBRC adherence Illinois State Boating Laws & Regulations

w) Lessee(s) further agree it is the responsibility of the Pilot and/or Operator and/or boat driver to understand operation of leased watercraft and/or equipment. Lessee(s) further agree and understand that only basic watercraft operation instructions will be provided by KBRC for specific watercraft rented.

x) Lessee(s) further agree and understand there will be no refunds for leased watercraft and/or equipment returned earlier than time specified on corresponding receipts & sales orders, and, that all leased watercraft and/or equipment is due in at KBRC no later than 7PM CST.

y) Lessee(s) further agree to read & sign the following documents prior to beginning their voyage:

A. Liability waiver to be signed by any and all persons 18 or over who will be on board the boat, persons under 18 must have parent or legal guardian present on board and/or liability waiver signed by parent or guardian. Lessee assumes liability for minor in their care.

B. Boat Safety and Operating Guidelines to be read & signed designated operator and lessor,

C. Before and After Boat Inspection Checklist.

z) Lessee(s) further agree to be responsible for the proper completion of all activities specified in Boat Return Checklist as well as completion of the checklist itself, return time is when the checklist is completed.

aa) Lessee(s) further agree and hereby acknowledge that Lessee(s) has been made aware that the following additional materials should be referenced before and/or during their voyage: Carlyle Lake Map, Illinois State Boating Laws & Recommendations, Rentalboatsafety.com video and checklists..

bb) Lessee(s) further agree that is responsibility of the Lessee(s) to acquire or collect and make available during their voyage all the necessary informative instruction, laws, regulations, and guidelines to persons on board the watercraft.

cc) I agree to be a Designated BOAT PILOT (operator or driver). As boats PILOT I will be responsible for all operation of our boat. I WILL BE RESPONSIBLE FOR MY OWN SAFETY AND EVERY PERSON ON BOARD.

dd) LIFE JACKETS REQUIRED: One life vest (PFD) per person (minimum) & one throw able PFD MUST BE ON BOARD These are provided at no additional cost. CHILDREN AGE 14 and below MUST WEAR PFD AT ALL TIMES. Lessee is responsible to have this equipment on board before voyage. KBRC does not supply PFD for children under 30LBS and are not allowed on watercraft. Exceptions are made if parent or legal guardian provides their own PFD TYPE I OR II. Lessee, parent or legal guarding assumes all labiality for supplying their own PFDs.

ee) Lessee certifies that they and any pilots and or drivers have viewed and have complete understanding of safety videos on rentalboatsafety.com.

I (We), the undersigned have read and do hereby understand, accept responsibility for, and agree to the above contract terms.

Name _____ Telephone _____

Address _____ DL # _____

City/State/Zip _____ DL State _____

Email _____

Signature _____ Date _____

PWC _____ Ski Boat _____ Sailboat _____ Kayak _____ Canoe _____ Captain Service _____

All Guests must sign below and if under 18, parent or legal guardian must sign on their behalf.

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Time out _____ Time In _____ Any damage _____