

Lakeshore Adventures of Door County Inc. Boat Rental and Liability Waiver

Renter's Name _____ Phone _____
Address _____
Birth Date _____ Email _____

Lakeshore Adventures of Door County Inc. agrees to rent the following boat (the "Boat") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided.

Boat Type: Personal Watercraft Motor Boat Kayak Sail Boat

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE LAKESHORE ADVENTURES OF DOOR COUNTY INC. FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY LAKESHORE ADVENTURES AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Lakeshore Adventures Inc., its agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and the Lakeshore Adventures Inc.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Lakeshore Adventures Inc., its servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.

Lakeshore Adventures of Door County Inc.
2385 Sun Plaza Dr.
Baileys Harbor, WI 54202
920-493-3474

Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.

2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Lakeshore Adventures Inc., and any applicable laws or regulations

of the state of Wisconsin. Renter shall be responsible at all times for the safety of any and all passengers in and around the Boat.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Boat: There is **no smoking** while in the Boat. There are **no alcoholic beverages or drugs** permitted in the Boat. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of Renter's passengers. There are **no pets** permitted in the Boat

4. Life Jacket Requirement. A life jacket must be worn at all times by all people during use of the Boat.

5. Unsafe Use. If at any time Lakeshore Adventures Inc determines that Renter has engaged in an unsafe or hazardous use of the Boat, Lakeshore Adventures Inc may notify the Renter that it is immediately terminating the rental agreement. Upon termination the Renter must return the boat to Lakeshore Adventures Inc immediately. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Lakeshore Adventures Inc shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

6. The Damage Deposit: A damage deposit of \$500.00 will be collected for each watercraft rented. Upon both the dropping off/delivery and return, a Lakeshore Adventures representative will inspect the watercraft for damage. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to Lakeshore Adventures as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items are **in any way** lost, stolen or misplaced during the rental period. Should any damages exceed the \$500.00 damage deposit, Lakeshore Adventures will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, and reasonable attorney's fees must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest. **User shall be responsible for damages at and beyond the \$500 damage deposit.**

7. Condition of Boat upon Return. The Renter shall return the Boat to Lakeshore Adventures Inc on or before the termination date and at the specified location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, accessories, rigging, trailer and condition of fiberglass, with ordinary wear and tear being acceptable.

8. Late Return. If a machine is returned after the agreed return time a Fee of \$50.00 for each half hour will apply. If the watercraft is returned 1 (one) hour or more late, each additional hour will incur a Late Fee of \$100.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Printed Name

Signature

Date