

**RENTAL AGREEMENT, WAIVER AND RELEASE OF LIABILITY,
RENTAL AND RESERVATIONS POLICIES AND PROCEDURES**

RENTAL AGREEMENT, WAIVER AND RELEASE OF LIABILITY (WAIVER)

I. DISCLAIMER

This Rental Agreement and Waiver and Release of Liability (“Waiver”) is applicable to all renters, operators, passengers, and users of the Rental Equipment provided by High Growth Ventures, LLC (dba Nottely Boat Club & Marina) (“The Marina”). For purposes of this Waiver, the term “The Marina” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of The Marina. The undersigned (“Renter”) agrees that he/she is also signing this Waiver on behalf of other adult passengers and any minor children participating in all activities related to the rental, operation, or use of the Rental Equipment. Renter agrees that he/she will disclose to The Marina all potential operators, passengers, and users of said Rental Equipment, and agrees to adhere to the maximum capacity of the Rental Equipment as stated on The Marina website as prescribed by the manufacturer and as posted on the Rental Equipment.

II. EXPRESS ASSUMPTION OF RISK

The Renter hereby agrees on behalf of himself/herself and his/her passengers that he/she is renting, operating or using the Rental Equipment provided by The Marina at his/her own risks. The Renter agrees, on behalf of himself/herself and his/her passengers that he/she is voluntarily participating in all activities related to the rental, operation, or use of the Rental Equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence of The Marina.

III. WAIVER AND RELEASE OF LIABILITY

By the execution of this Waiver, the Renter agrees that The Marina shall not be liable for any damages arising from personal injuries and/or property loss sustained by the Renter, his/her adult passengers, or any minor children under the Renter’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of Rental Equipment provided by The Marina, including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the Rental Equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or Rental Equipment related failures. The Renter assumes full responsibility for any such injuries or damages which may occur and further agrees that The Marina shall not be liable for any loss or theft of personal property. The Renter specifically agrees that The Marina shall not be responsible for any such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE BY THE MARINA** whether such negligence is present at the signing of this Waiver or takes place in the future. This Waiver does not apply to gross negligence or intentional torts by The Marina.

IV. LIABILITY TO THIRD PARTIES

The Renter hereby agrees that he/she will indemnify and hold harmless The Marina 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 watercraft and minor children under the Renter’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of Rental Equipment provided by The Marina, even if such damages arise out of the negligence of The Marina.

V. ACKNOWLEDGMENT OF WAIVER

The Renter states that he/she has had sufficient time to review the Waiver and to ask any questions associated with said Waiver. The Renter further states that he/she has carefully read the foregoing Waiver, knows the contents thereof, and has signed this Waiver as his/her own free act.

The Renter understands that he/she may rent, operate, or use equipment from another rental facility, but have chosen to rent, operate, or use equipment from The Marina with the knowledge that signing this Waiver is a requirement for rental, operation, and use of said equipment.

The Renter further expressly agrees that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia. The Renter has considered that if this Waiver was not as broad as it is, the cost for participation would be considerably higher, and does not wish to pay or have imposed a considerably higher cost. The Renter therefore waives the right to bargain for a different waiver of liability terms.

VI. SEVERABILITY

The Renter hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

RENTAL AND RESERVATIONS POLICIES AND PROCEDURES (POLICIES)

RENTAL POLICIES:

All **OPERATORS** must be **at least 25 years of age**. Photo ID is required.

The Marina **RESERVES** the **RIGHT** to **DENY RENTAL ACCESS** to any person(s), who in the opinion of The Marina, might create an unsafe boating situation, or where prior experience warrants such refusal. The Marina reserves the right to repossess vessels from Renters if an unsafe situation occurs.

STATE LAW REQUIRES that all boat renters watch the **REQUIRED SAFETY VIDEO** prior to operating a rented vessel. At the time of possession of the Rental Equipment, Renter and anyone operating the Rental Equipment will be expected to sign a contract attesting to having viewed the video. Otherwise, Renters/operators will be required to do so onsite, prior to scheduled pick-up time. The names of all Operators of the Rental Equipment must be provided to The Marina and must have watched the safety video. Find the video at www.CoollestPlaceInGeorgia.com, under the **BOATER SAFETY** tab.

DO NOT RUN AGROUND or **BEACH** the Rental Equipment for any reason, as this can cause damage to the Rental Equipment. All boats are equipped with depth gauges to aid Renters in monitoring lake water depth. Renters are responsible for any such damages, including but not limited to, propeller damage and excessive dirtiness of interior from mud and red dirt, etc.

RENTERS shall have **NO CLAIM** upon The Marina, as a result of any grounding, breakdown, or failure of the Rental Equipment, or failure of its engine or its equipment, and when such incident is caused by the negligence of the Renter, The Marina shall have the right for a claim against the Renter.

EXCESSIVE DIRTINESS of the Rental Equipment upon return is subject to an additional cleaning fee, to be determined by The Marina, based on the length of time required to restore the Rental Equipment to suitable rental condition.

ABSOLUTELY NO TOWING of other boats/vessels is permitted using Marina Rental Equipment.

TUBE RENTALS with Boat Rentals are available with 150 HP Tritoons. Limit one tube per boat. Skis and wakeboards are prohibited on boats.

TUBE RENTALS without Boat Rentals are also available, subject to availability and refundable Security Deposit.

All **MULTI-DAY RENTALS** must be returned (on return day) 8 hours after arrival day pick up time. Ex. 3-day rental beginning Monday at 10:20 am will be due back Wednesday at 6:20 pm.

ARRIVE 20 MINUTES PRIOR to **scheduled rental times** to complete required paperwork, safety instruction, and watercraft orientation.

LATE ARRIVAL for reservations will shorten the duration of the rental period – Rental Equipment must be returned on time.

LOST TIME caused by accident, breakdown, or malfunction of Rental Equipment, inclement weather, illness, or change of plans are not the responsibility of The Marina, and therefore, no compensation or rate adjustments for such will be granted.

LIFE VESTS are included with all Rental Equipment. Please let The Marina know if youth life vests are needed.

NUMBER OF GUESTS allowed includes children and may not exceed the posted USCG rated person/weight capacity, which is notated on The Marina website and on the Rental Equipment.

PETS - Pets are PROHIBITED on Rental Equipment. Failure to comply with the stated policy may result in forfeiture of Security Deposit.

RENTER AGREES to report immediately to The Marina any equipment lost, stolen, broken, or damaged, and may be charged for same.

RENTERS MUST FOLLOW all **LAWS** and **REGULATIONS** regarding safe vessel operation. Operators may not operate Rental Equipment in an abusive, reckless, or otherwise negligent manner, or while under the influence of alcohol, illegal substances, or medications with warnings against operating heavy equipment or machinery.

ALL GUESTS aboard Rental Equipment must abide by safety laws. Renter is responsible for any damages and/or losses cause by their guests.

RESERVATIONS POLICIES:

RESERVATIONS should be made online at The Marina website at www.CoollestPlaceInGeorgia.com. Click the **BOOK NOW** buttons under the **RENTALS** tab. Advance online reservations are recommended to avoid delays and to assure a rental booking. Online calendars are updated in real time.

RENTAL TIMES and RATES are posted at www.CoollestPlaceInGeorgia.com under the **RENTALS** tab.

PAYMENT in full is due at the time of booking. A valid major credit card, in Renter's name, is required for payment and security deposit. **Cash or checks are NOT accepted for payment of boat rentals.**

TAXES AND FEES are in addition to rental rates.

FUEL usage is NOT included in Rental Rates. Rentals will be released with a full tank of gas and must be refilled upon return. (Price per gallon is based on daily rates.)

A **SECURITY DEPOSIT** (Refundable Damage Deposit) will be authorized to the Renter's credit card during check-in for the reservation before Rental Equipment is released. Once the Rental Equipment is returned and cleared with no damages by The Marina, the authorization will be released. Any damages will be charged against the Security Deposit, and the remaining balance, if any, will be refunded. Damages that exceed the Security Deposit will be charged to the credit card on file.

LATE RETURNS are subject to a charge per 15 minutes beyond rental return time, per rented watercraft. Returns more than 30 minutes late are subject to forfeit of deposit, as late arrivals may interfere with closing hours, or ability to rent to another customer.

CANCELLATION - Customers will receive a full refund or rebooking with 72 hours notice of cancellation. Posting of refunds is subject to customers' bank/credit card company policies. Contact The Marina by phone at **706-897-9499** to cancel, or for questions about our cancellation policy.

DANGEROUS WEATHER – Refunds (partial for early return due to dangerous weather) will be granted for dangerous weather conditions on the day of rental, or in the event of The Marina cancellation due to other unforeseen circumstances.

NO-SHOWS will be charged FULL AMOUNT of BOOKING. No refunds will be issued.

ACKNOWLEDGMENT OF POLICIES:

The Renter states that he/she has had sufficient time to review the Policies and to ask any questions associated with said Policies. The Renter further states that he/she has carefully read the foregoing Policies, knows the contents thereof, and has signed in agreement of these Policies as his/her own free act.

The Renter understands that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from The Marina with the knowledge that signing this acknowledgment of Policies is a requirement for rental, operation, and use of said equipment.