

## **RENTAL ACCEPTANCE OF 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 “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 and minor children passengers 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 has 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 RENTAL 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 WAIVER is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this WAIVER and the remaining terms shall continue in full force and effect.

**See ACCEPTANCE OF RENTAL POLICIES AND PROCEDURES on the next page.**

## ACCEPTANCE OF RENTAL POLICIES AND PROCEDURES (POLICIES)

### RENTAL POLICIES:

**RESERVATION PRIMARY CONTACT (RENTER)** for the RENTAL EQUIPMENT reservation is fully responsible for ensuring that all OPERATOR(S) meet(s) the DNR and MARINA noted requirements above and below. (The RENTER is the individual making the reservation within the online reservation system and is evidenced by electronic signature of the WAIVER and POLICIES document at time of reservation.)

### **GEORGIA DEPARTMENT OF NATURAL RESOURCES (DNR) REQUIRES that all RENTAL EQUIPEMENT /VESSEL OPERATOR(S) (“OPERATOR(S)):**

- must have their state or federal issued photo ID in their possession while operating the vessel,
- who were born on or after January 1, 1998, must have completed an approved boater education course and must have their certification card in their possession while operating the vessel.

### **MARINA POLICY REQUIRES that each OPERATOR:**

- must be **25 years of age or older**, with valid state or federal issued photo ID as proof of age and in their possession while operating RENTAL EQUIPMENT,
- must watch the DNR’s 10-minute boater education/safety video and must attest as having done so by electronic signature of the WAIVER/POLICIES document at the time of reservation. Anyone not having viewed the video in advance of the reservation time must watch the video prior to taking possession of the RENATL EQUIPMENT,
- **must not operate RENTAL EQUIPMENT from sunset to sunrise,**
- must be listed in the Marina check-in/orientation checklist.

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 RENTER/OPERATOR(S) if an unsafe situation occurs.

**DNR** that all children under the age of 13 wear a USCG-approved PFD while onboard any moving vessel. RENTER is responsible for notifying MARINA staff if a child size PFD is needed.

**RENTERS MUST FOLLOW** all **LAWS** and **REGULATIONS** regarding safe vessel operation, as determined by the DNR.

OPERATOR(S) 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 PASSENGERS** onboard RENTAL EQUIPMENT must abide by safety laws. RENTER and OPERATOR(S) are responsible for any damage and/or losses cause by their passengers.

**DO NOT RUN AGROUND** or **BEACH** the RENTAL EQUIPMENT, as this can cause damage to the RENTAL EQUIPMENT. All boats are equipped with depth gauges to aid OPERATORS in monitoring

lake water depth. OPERATORS 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/OPERATOR(S)/PASSENGERS, the MARINA shall have the right for a claim against the RENTER to be charged to RENTER credit card on file.

**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 RENTAL EQUIPMENT.

**TUBE RENTALS with BOAT RENTALS** are available for an additional fee. Limit one tube per boat. Skis and wakeboards are prohibited to be towed by RENTAL EQUIPMENT.

**TUBE RENTALS without BOAT RENTALS** are subject to availability and refundable Security Deposit to be authorized against a major credit card.

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 to ensure readiness for next rental reservation. Failure to return RENTAL EQUIPMENT on time will result in additional charges.

**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** (personal floatation device – “PFD”) 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 lost, stolen, broken, or damaged equipment and may be charged for same.

### **RESERVATIONS POLICIES:**

**RESERVATIONS** should be made online at the MARINA website at [www.CoollestPlaceInGeorgia.com](http://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](http://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. RENTAL EQUIPMENT will be released with a full tank of gas and must be refilled upon return at the cost of the RENTER. (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. (Note that this may take a few days, in order to allow proper review of RENTAL EQUIPMENT and corroborating photos.) 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 forfeiture of the Security Deposit, as late arrivals may interfere with closing hours, or ability to rent to another customer.

**CANCELLATION** - RENTERS will receive a full refund or rebooking with 72 hours notice of cancellation. Posting of refunds to RENTER's credit card 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** – Full refunds will be issued to the credit card on file for dangerous weather conditions on the day of rental, or in the event of the MARINA cancellation due to other unforeseen circumstances. A partial refund will be credited for early return of RENTAL EQUIPMENT due to dangerous weather.

**FAILURE TO SHOW** (“No-Shows”) will be charged the **FULL AMOUNT of BOOKING. No refunds will be issued.**

**ACKNOWLEDGMENT and ACCEPTANCE 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 RENTAL EQUIPMENT.

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

