

Waiver and Release of Liability Agreement

No individual may operate or service a rented/provided watercraft from LESSOR without fully initialing and signing this agreement.

In consideration of the agreement herein, Nottely Boat Club & Marina (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for overtime at rate of \$75.00 per each half-hour or the daily rate whichever is less.

The LESSEE certifies that he/she has examined the craft and equipment and finds it acceptable and suitable for the purpose for which it is leased.

That he/she will operate the craft in accordance with all safety rules and regulations as posted in the office or on the craft, and further certifies that he/she has read and understands said rules and regulations

LESSEE agrees to report any accident, malfunction or breakdown of rental craft to LESSOR immediately in accordance with the malfunction/breakdown clause which follows.

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft 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 any damage caused by my wake. I, the LESSEE (S) will not remove any equipment from Union County and will operate that said craft within the limits of Lake Nottely 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 considered dangerous and is considered assumed risk on behalf of the LESSEE.

I authorize and allow NOTTELY BOAT CLUB & MARINA to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax.

The LESSEE acknowledges he/she has carefully examined the craft 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 craft and equipment in a safe, dependable condition while in he/she has custody.

A major credit card authorization (VISA, MasterCard, Discover, American Express 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 craft 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 craft by LESSEE.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; 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 craft. 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 craft.

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of liquor or narcotics or any other drugs;
- d. by any other person not the signatory of the agreement, and/or not equally qualified;
- e. of the rental craft on the waters after sunset or before sunrise.

LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

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 the county of LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall be 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.

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

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.

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (referred to herein as activity). Although we have taken reasonable steps to provide you with appropriate equipment so that you can enjoy an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases,

permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

ACKNOWLEDGMENT OF RISKS: I/LESSEE acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and manmade or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/ or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Getting in or out of the water craft; 7) Equipment failure or equipment failure due to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident. LESSEE assumes the risk of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage, and/or exposure; head neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock paralysis or death.

EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY: LESSEE agrees to assume responsibility for the risks identified herein and those risks not specifically identified. LESSEE verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, LESSEE assumes full responsibility for LESSEE, including any minor children for whom Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. LESSEE and guests elect to participate in spite of the risks. LESSEE is responsible for protecting skin and eyes from the elements. LESSEE agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft.

COVENANT OF GOOD FAITH: LESSEE recognizes that LESSOR, the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities, unlawful conduct or other problems; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts LESSOR's right to take such actions for the safety of LESSEE and/or other participants.

AUTHORIZATION: LESSEE hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. LESSEE either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on LESSEE behalf.

RELEASE: In consideration of services or property provided, I/LESSEE and any minor children for which LESSEE is a parent, legal guardian or otherwise responsible, agree that: LESSOR, it's owner's, employees, employees and volunteers, their insurers shall have no liability of any nature for any and all

damage to LESSEE and other persons or properties as a result of any acts, omissions or negligence, and I/Lessee hereby release and discharge LESSOR, and insurer, if any, for any such damage.

TERMS: In consideration of the covenant provided, LESSOR agrees to rent to LESSEE the described watercraft for the period herein indicated. Rates do not include tax, gas, or oil. Gas and oil are the responsibility of the renter and will be added at the end of the boat rental period. Lessee accepts full and complete delivery of the boat and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment. You must agree to pay for the period herein indicated of the agreed upon rental term if the watercraft is out of service due to damage caused by Lessee during your rental agreement. Lessee agrees to pay for any and all damage caused by Lessee at LESSOR service rate per hour, plus parts, should the boat incur damage by LESSEE.

SECURITY DEPOSITS: LESSEE will deposit with LESSOR a security deposit in the amount determined by LESSOR. In case of damage where the cost of which is not immediately ascertainable, the security deposit shall be retained and any portion of this deposit that has not been applied by LESSOR shall be returned to the Lessee WITHIN 30 DAYS of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss. Clean up fees up to \$75 can be enforced and taken out of the security deposit if the watercraft is not returned in the same condition (clean and free of any pet hair). You will be charged \$20 for replacement of any missing life preserver. These charges are listed as examples. Additional charges may be applied dependent upon redelivery condition.

RENTAL DEPOSITS: If LESSEE does not show up for the pontoon rental, or gives less than ten days' notice of cancelation, the entire deposit will be forfeited. Rental is for the specified date(s) and hours on the contract and will not be prorated for late shows or early returns. LESSOR reserves the right to release the boat for rental one hour after pick up time if LESSEE does not show, unless full payment and security deposit for rental has been received.

CONDITION OF WATERCRAFT UPON DELIVERY: LESSOR hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the LESSEE. LESSEE will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. LESSEE shall be responsible for payment of damaged or missing items. The LESSEE hereby agrees to pay all charges incidental to the use of the boat during the use period. The LESSEE shall keep the watercraft in good running condition and in the same condition as when received should the Lessee not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time, LESSOR reserves the right to rent the watercraft to someone else, and the security deposit of the non-present LESSEE will be forfeited. Upon delivery of the watercraft to the LESSEE, and during the entire rental period, LESSEE shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements.

ASSIGNMENT: LESSEE shall not assign or sublet the watercraft without the prior written consent of LESSOR.

OPERATION: LESSEE certifies that LESSEE and all authorized operators are at least 25 years of age and that LESSEE fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. LESSEE further certifies, represents and warrants that LESSEE will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. LESSEE further warrants that at all times while operating the watercraft, LESSEE will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations. LESSEE agrees not to carry more than the maximum number of passengers allowed for the watercraft. LESSEE acknowledges that the operator of the boat is responsible for the safety and welfare of all passengers on the watercraft.

RUNNING EXPENSES: LESSEE agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the boat during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name LESSOR.

ACCIDENT, BREAKDOWNS, UPSET AND INDEMNITY: In the case of an accident, the LESSEE shall notify LESSOR immediately. LESSEE understands and agrees that in the event of a collision, accident or other casualty the LESSEE shall, so far as LESSEE can, without serious danger to the boat and its passengers, render to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. LESSEE further agrees to cooperate fully, as may be necessary or required with all investigations conducted by LESSOR or any governmental agency or department. No repairs may be performed to the watercraft without permission from LESSOR. LESSOR agrees that should the watercraft after delivery, sustain mechanical failure during normal operation breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the boat by the LESSEE for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, LESSOR shall make a pro-rata return of rental fees to LESSEE. LESSEE indemnifies and holds LESSOR harmless from any loss, damages, expense or claim, including any attorney fees and costs arising out of LESSEES acts or omission to act.

SERVICE AND DAMAGE FEE POLICY: Should the LESSEE damage the watercraft or loose equipment, the fees are as follows; Charges include labor of \$115 per hour plus cost of materials. Propeller damage fee is \$100-\$175 or replacement cost if not repairable.

GEORGIA CODE: In addition and in conjunction with all terms and conditions stated in this Boat Rental Agreement, LESSEE acknowledges an awareness and understanding of Title 52 of the Georgia Code relating to the operation of watercraft on waterways under the jurisdiction of the state of Georgia. LESSEE certifies that he/she will abide by the rules and regulations as set out in Title 52 of the Georgia Code and any other applicable Federal, State, and/or local law(s) regarding the operation of watercraft on waterways.

RENTAL BOAT EDUCATION VIDEO: LESSEE hereby certifies that he/she has watched the Georgia Boat Safety Education Video and signed an orientation safety checklist as required by Georgia Code Section 52-7-8.3.

GENERAL LIABILITY POLICY

The coverage under this policy does not apply to any actual or alleged injury, loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, contributed to, or caused by the renting, loaning, entrustment or operation of any vessel unless all of the following conditions are met:

1. All vessels must have Coast Guard approved life preservers of type and size sufficient for each person on the vessel;
2. All vessels must be equipped with required Coast Guard safety equipment in good working order;
3. All persons renting, loaning or operating non-motorized vessels must be at least 16 years of age;
4. All persons renting, loaning or operating motorized vessels must be at least 21 years of age and possess a valid and current driver's license;
5. All customers must sign a rental agreement (Jenkins Business Forms Boat Rental Agreement or equivalent) which contains a hold harmless clause. You must retain each signed agreement for at least 6 years and furnish a copy to us upon our request. Should any minor(s) be renting, loaning or operating vessels, that minor(s) parent or legal guardian must also sign such said agreement;
6. You must go over the operation of the vessel prior to releasing it to the person(s) using the vessel. You also must have written rules indicating "No Racing", "Do Not Navigate in Swimming Areas", "No Driving from Vessel", "No 'Hot Dogging' or 'Reckless Operation'" and "No Alcohol Beverages and/or Narcotics". These rules must be part of the rental agreement and all customers must acknowledge these rules by their signature;
7. Vessels shall not be rented, loaned or entrusted to anyone who is intoxicated, under the influence of alcohol, or has alcohol beverages in their possession;
8. Customers shall not fuel the vessel while any persons are on board the vessel.

The coverage under this policy does not apply to any actual or alleged injury, loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, contributed to, or caused by any vessel tenant unless you obtain a certificate of insurance from the tenant evidencing:

1. Protection and indemnity coverage with limits of liability equal to or greater than \$300,000;
2. The insured named as an additional insured; and
3. Provides the insured with 30 days notice prior to the effective date of cancellation of the tenant's policy.

The coverage under this policy does not apply to any actual or alleged injury, loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, contributed to, or caused by any person intentionally diving, jumping, swinging or sliding from any insured dock, pier, bulkhead or seawall.

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by 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. LESSEE agrees that any dispute arising as of a result of this agreement shall be adjudicated in the Union County Superior Court in the State of Georgia.

Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

The terms and conditions on all 7 pages 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 on all 7 pages; that I (We) acknowledge receipt of a copy of this agreement.

LESSOR,

Sign: _____

Print: _____ Date: _____

LESSEE,

Sign: _____

Print: _____ Date: _____

LESSEE,

Sign: _____

Print: _____ Date: _____