



PONTOON RENTAL, WAIVER AND RELEASE OF LIABILITY AGREEMENT

Security Deposit _____

Rental Rate _____

Lake Rented on _____

Renter's Name on Driver's License _____

Phone _____

Address _____

Birth Date. (MM/DD/YYYY) _____

Email Address _____

Rental Date and Time _____

Owner agrees to rent a **2016 AVALON PONTOON BOAT**

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. This Agreement is applicable to all renters, operators, passengers, and users of the Boat. The term "Owner" includes all of Owner's employees, agents, representatives, servants, assigns, successors, and insurers.

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BOAT OWNER FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY BOAT OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF OWNER.

I. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Owner shall not be responsible for such injuries, damages, loss or

theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner. Initials of Renter/Operator:

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the Boat at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the B o a t , and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of Owner. Initials of Renter/Operator:

III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner 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 undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the Boat, even if such damages arise out of the negligence or fault of Owner. Initials of Renter/Operator:

IV. RENTAL BOAT POLICY'S

Rental Policies

- Must be 18 years of age or older to rent equipment.
- Must be 27 years of age or older to operate a pontoon or ski boat.
- Must be 18 years old or older to operate a wave runner.
- Must have a valid drivers license.
- Must have a major credit card.
- Qualified renter must be present to complete the rental contract and liability waiver.
- Intoxicants are strictly prohibited. Service will be refused to anyone under the influence of drugs and/or alcohol.
- No Pets

Get more information about obtaining a boating license [here](#).

Renters acknowledgment

All persons involved with our activities acknowledge that said activities are potentially dangerous and agree to hold WrightWay Marine, and all owners, officers, employees and affiliated properties harmless.

Exchanging Passengers

For guest safety and to avoid charges to your credit card, after leaving the dock with a rental unit, it is PROHIBITED to exchange passengers. Only registered guests on each boat are allowed on that boat during the entire duration of the rental.

Reservations

Reservations are strongly recommended for pontoons \ (4 or 8 Hr periods).

Reservations for the boats are guaranteed but unfortunately the weather is not. Make sure the weather is to your liking before reserving.

100% payment is required to make a reservation.

When you make a reservation with us, you agree to abide by all our policies.

If you want to change an existing reservation, there will be a \$25 change fee. Please call us at least 24 hours in advance of your reservation and we'll switch it to a different time/date, if available.

Deposits

100% payment deposit is required at the time of your reservation. [Related: Cancellation Policy]

Deposits made with credit cards only. We accept Visa, MasterCard, Discover.

All credit card transactions must be made by the person named on the card. A valid driver's license must accompany the credit card.

We will not accept credit cards from someone other than the owner of the card.

Cancellations

Cancellations made 10 days or more before your reserved date are eligible for a refund of the deposit, less 10% processing fee.

Cancellations made less than 10 days before your reserved date will receive no refund.

Cancellations made the day of rental because weather is too dangerous to use the boat will receive a full refund (minus a \$25 processing fee) or reschedule the reservation.

NO SHOWS are charged in full for the rental period reserved.

We reserve the right to cancel your reservations for violations of these policies, without a refund.

We reserve the right, solely at our discretion, to reschedule and/or cancel your reservation in the event of inclement weather.

Damages

We will retain a charge in the amount of **\$500.00** per pontoon boat as a security deposit at the time of check-in. Credit card must match the person's name on the reservation and rental agreement. Renter is responsible for any and all losses and damages to our equipment while in your care, up to and including replacement cost.

Renter is solely responsible for ensuring the safety of the occupants and vessel during the rental period.

All damages or accidents must be reported to *WrightWay Marine*, and to local law enforcement immediately.

Renter will have his/her damage deposit returned when the equipment is returned unharmed and on time.

Refunds

NO REFUNDS FOR EARLY RETURNS. Early returns due to dangerous weather will be prorated and renter will be issued a WrightWay Marine & Rentals credit to use at a later date.

Insurance

WrightWay Marine has no insurance waiver to cover watercraft damages. Renter is responsible for all damages incurred during rental period. Check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

Policies are subject to change at any time without notice. In the event that any policy is unenforceable by Federal or State of Michigan law, you are still bound by the applicable law. Renter agrees that all legal issues arising from any transaction between the renter and *WrightWay Marine*, will be contested in Oceana County, State of Michigan.

Michigan Boating Law
Michigan PWC Law

RENTER _____

Date _____

OPERATOR/PASSENGER Please List ALL names of Passengers and Operator.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

(the "Boat") to

OPERATOR/PASSENGER OPERATOR/PASSENGER OPERATOR/PASSENGER

Owner Signature _____

Renter Signature _____

