

Gun Lake Rent A Pontoon, LLC  
 Release, Waiver and Indemnity Agreement  
 This is a Legally Binding Contract

**DRIVERS INITIAL EACH LINE ON ALL 3 PAGES**



I will make sure my passengers & I each have a properly fitted & adjusted U.S. Coast Guard approved life jacket & know how to put it on. I understand that my passengers & I should wear a life jacket at all times when boat is in operation.

\_\_\_\_\_



I have been informed by the rental company of local hazards.

\_\_\_\_\_



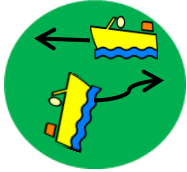
I have assigned one responsible adult to keep track of the whereabouts & safety of each child on board. I understand that a life jacket sized for adults are unsafe for children.

\_\_\_\_\_



I understand that 5 short blasts of a horn or whistle signal danger or need for assistance.

\_\_\_\_\_



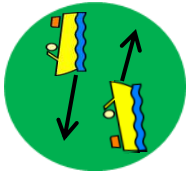
I understand when crossing the path of another boat, I should yield to the boat on my right (starboard)  
**IF I OR THE OTHER BOAT FAIL TO ACT**  
 I understand there is the threat of a collision & it's my responsibility to slow down, steer away and/or stop.

\_\_\_\_\_



I understand that it's recommended I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadron which would help me when I rent or operate boats.

\_\_\_\_\_



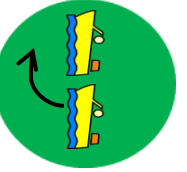
I understand that when I meet another boat head-on I should steer to the right (starboard).  
 I understand that I must yield to all boats under sail.

\_\_\_\_\_



I understand there is an awareness zone that includes the front, sides, rear & swim platform that extends 30 feet behind & around the boat. I will educate all my passengers of the zone & I will not allow anyone in the zone unless the motor is turned off for a 10 count & the keys are removed.

\_\_\_\_\_



I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room & yield to that boat. If conditions require it, I may pass on the right (starboard) side.

\_\_\_\_\_



I understand the motor of a boat produces Carbon Monoxide, a colorless, odorless & lethal gas that can quickly affect people in the awareness zone. I will not use any generator on this boat.

\_\_\_\_\_



I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front, sides, rear or swim platform. This behavior is considered grossly negligent operation of a boat.

\_\_\_\_\_



I understand this boat has NO BRAKES, so stopping quickly may be difficult if I'm going too fast.

I will take a head count to make sure all passengers are accounted for before starting the motor.

\_\_\_\_\_



I understand that using alcohol, drugs & certain prescription medication may impair my ability to operate this boat safely. I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.

\_\_\_\_\_



I understand it's dangerous to sit on the front of the boat platform because a slip between the pontoons will "funnel" a passenger into the boat propeller.

\_\_\_\_\_



I will not permit swimming, diving, sliding or jumping from or near the boat unless the motor is turned off, the keys are removed & I counted to 10 for propeller to stop. I will check that the water is deep enough before head first diving. I will instruct my passengers never to dive or jump off a moving boat.

\_\_\_\_\_



I have been informed of the total amount of people and weight capacity for the boat rented. I will not exceed that limit. I understand overloading this boat is unsafe & against the law.

\_\_\_\_\_



I will not operate this boat at speeds that are unsafe For the conditions.

I will obey all no wake zones.



I will make sure there is a lookout other than the boat operator whenever passengers or parts of the boat obstruct the operators view. I will make sure that I, or someone who knows how to operate the boat, remain on boat whenever the boat is unanchored.



I have been instructed on what to do in case of a person overboard, collision or other dangerous situations. I will contact Gun Lake Rent A Pontoon LLC if any problems occur. I will only use the tow service provided.



I understand that no pets are allowed aboard the boat Unless preapproved with the rental office.



I understand that smoking or cooking with a heating element is not permitted onboard the boat, any damages will be at my expense. I will not allow myself or any of my passengers to smoke.



I have been instructed on how to use the navigation lights & anchor lights on this boat & I will display them properly if I need to operate at night when visibility is poor.



I will anchor where it is easy for other boats to see this boat so long as the area is anchor-able.

I will anchor this boat from the front (bow) only.



I understand this boat is equipped with an engine cut-off device, I will use it while the boat is in operation.

I understand that this boat has an emergency kit aboard with all required U.S. Coast Guard safety equipment.



I will not use any firearms, weapons of any kind including projectable firing devices such as airsoft, archery or paintball on the boat. I will not bring aboard or launch fireworks of any kind.



I understand that all children 13 and under are required to wear a U.S. Coast Guard approved life jacket at all times.



I have been informed and understand there are multiple hazards such as shallow water & rocks that cause damage I am responsible for & therefore not allowed. If I choose to use this canal I am responsible for any damage it may cause to the boat.

I. CONSIDERATION For and in consideration of being permitted to rent, use, operate and/or ride watercraft and equipment provided by GUN LAKE RENT A PONTOON, LLC ("Rental Company"), the undersigned does hereby warrant and agree that there is good and valid consideration for the promises and covenants made herein, and that the terms of this Release, Waiver and Indemnity Agreement constitute a legally binding contract. **INITIALS:** \_\_\_\_\_

II. REPRESENTATIONS AND WARRANTIES The undersigned does hereby represent, warrant and agree: (1) that I am aware that there are risks inherent in the use, operation or riding of the watercraft and equipment being provided by Rental Company, and that I am voluntarily participating in all activities related to the watercraft and equipment with full knowledge thereof, and solely and exclusively assumes all risk of injury, illness, damage, loss, paralysis or death that may result; (2) that I am in good health and have no physical/mental limitations that would affect my understanding of this agreement or the safe operation or use of the watercraft or equipment; (3) that Rental Company has explained their rules and regulations relating to the watercraft and equipment, that I understand those rules and regulations, and I agree to follow and abide by them at all times; (4) that I understand and agree that it is impermissible for anyone other than signatory to this Release,

Waiver and Indemnity Agreement to operate, use or ride the watercraft or equipment, and I will not let anyone use, occupy or ride the watercraft or equipment who has not signed same; (5) that I am signing this agreement in both my individual and representative capacities in the event that I permit a minor for who I am legally responsible to use, operate or ride the watercraft and equipment, and (6) that I have had an adequate opportunity to read and understand this agreement, that I fully understand its terms, that I am under no duress or other legal disability, and that I sign my name hereto with intent to be bound. Additionally, I represent, warrant and agree that no minors shall be permitted to use, operate or ride the watercraft or equipment unless and until a parent, guardian or other legal representative has signed this agreement on their behalf. All parents, guardians or other legal representatives shall be presumed to have executed this Release, Waiver and Indemnity Agreement in their individual capacities and representative capacities for any minor that they permit to use, operate or ride the watercraft and equipment. **INITIALS:** \_\_\_\_\_

III. RELEASE AND WAIVER The undersigned, individually and on behalf of any minor the I am legally responsible for who I permits to use, operate or ride the watercraft or equipment, do hereby release Rental Company, and each and every one of its owners, employees, agents, representatives, servants, assigns, successors, and insurers (collectively "Releases"), from any and all claims, demands, causes of actions, and other forms of action, however characterized, relating in any way to the use, operation or riding of the watercraft or equipment, and waive any and all rights to proceed in any way against Releases for personal injury, bodily damage, property damage, theft or other loss. The undersigned understands and agrees that Releases shall not be responsible to the undersigned, or to any minor for which the undersigned is legally responsible, for any injuries, damages, loss or theft, even though same may be caused in whole or in part by the negligence or fault of Rental Company. This release and waiver does not apply to any gross negligence or intentional torts by Rental Company.

**INITIALS:** \_\_\_\_\_

IV. INDEMNITY The undersigned does hereby agree to defend, hold harmless and indemnify Releases from and against: (1) any and all claims arising out of or relating in any way the undersigned's use, operation or riding of the watercraft or equipment, no matter who may make said claim; (2) any and all claims arising out of or relating in any way from the undersigned's breach of any of the representations or warranties made herein, or from the undersigned's breach of any of the provisions of this Release, Waiver and Indemnity Agreement; (3) any and all claims advanced or maintained by any third party relating in way to the undersigned's use, operation or riding of the watercraft and equipment, and (4) any and all claims by or on behalf of any minor who uses, operates or rides the watercraft and equipment with the undersigned's knowledge or consent. **INITIALS:** \_\_\_\_\_

V. ACKNOWLEDGEMENT The undersigned does hereby acknowledge: (1) that this Release, Waiver and Indemnity Agreement constitutes a legally binding contract; (2) that if one or more of the provisions of this agreement are ruled invalid or are struck down in any way, the remaining provisions shall remain in full force and effect; (3) that I have read the provisions of this agreement and fully understand them; and (4) and that my signature below constitutes my full acknowledgement, consent and agreement to the terms of this Release, Waiver and Indemnity Agreement. **INITIALS:** \_\_\_\_\_

**READ ENTIRE AGREEMENT BEFORE SIGNING**

*I agree I have examined the water craft and accessory equipment and find it is in working order and it's acceptable and suitable for use.*

PRIMARY DRIVER NAME \_\_\_\_\_ SIGN \_\_\_\_\_

ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

SECONDARY DRIVER NAME \_\_\_\_\_ SIGN \_\_\_\_\_

ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_