

## Boat User's Agreement

Upon arrival at the lodge you will be assigned a boat to use during your stay. You will be able to conduct a visual inspection of the boat, motors, and propellers, with any existing conditions noted on the reverse side of this form. A credit card number will be required to cover any damages outside normal wear and tear that occurs while the boat is assigned to you. Please read and fill out the information on both pages and sign the bottom. Upon return of the boat with no damage, the credit card form will be destroyed.

When signed, this document certifies that the user of the boat has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it is to be used. It also certifies that the user has the knowledge and experience necessary to properly and safely operate said craft and will operate it in accordance with all standard safety rules and regulations as posted in the office or on the craft. This also certifies that the clients have read and understand said rules and regulations.

It is further agreed that:

1. The user has carefully examined the craft and equipment and finds that they are suitable and acceptable for the purpose for which it is loaned. It is also agreed that the user will maintain both craft and equipment in a safe, dependable condition while in user's custody.
2. User agrees not to use or permit the use of the loaned craft for any unlawful purpose, in any careless or negligent manner, while under the influence of liquor and/or narcotics, or use by any other person not the signatory or this agreement.
3. The user acknowledges responsibility for the safe and proper operation of the craft: and for the safety and welfare of other boaters and persons who might become injured or suffer damage as a result of the use, operation, or possession of said craft. It is agreed and understood that the owner shall not be held liable for damage, inconvenience or time lost caused by an accident, breakdown, or malfunction of the loaned craft. User further agrees to indemnify and hold harmless the owner 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 loaned craft. User further agrees to hold owner harmless should loss or damages occur to any of the user's personal property while carried in, or upon the craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

4. The user acknowledges responsibility for proper operation on the craft and for damage to the craft or its engines. The user will be responsible for paying for all damages due to improper use or negligence. Example-overheating damage due to seaweed or kelp in the water or impeller damage due to dead head (wood in the water), rocks or beaching (grounding) of the craft causing excessive hull damage. Running the engine at full speed may cause engine damage. A ¾ throttle is recommended.
5. User expressly agrees to indemnify and hold owner harmless of, from and against any and all loss, costs, damages, attorney fees, and/or liability in connection with the enforcing of the foregoing contract by owner. The user of the craft will be responsible to pay for damage or loss of equipment due to negligence. It is understood and agreed that venue of any action thereunder shall be in the county of the owner.
6. In the event of a malfunction, breakdown, or if any defect is discovered after acceptance of the craft that the user will immediately report same to owner. Continued use of it shall be entirely at the user's risk and user assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. Should any term or condition of the rental/boat user's 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.

I have read and understand all of the above information and I understand that I am responsible for damage to the engine and/or boat. The operator and all occupants of the boat must sign and acknowledge this agreement.

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Majestic Eagle Lodge, LLC (herein referred to as "owner", and \_\_\_\_\_, telephone number \_\_\_\_\_ herein referred to as "user". Credit card information will be required prior to operating the boat. Term will be 7 days unless noted otherwise. Maximum number of guests in the boat will be four.

Primary Boat Operator's Signature \_\_\_\_\_

Signatures of other occupants utilizing the boat 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_