

BOAT & JET SKI RENTAL AGREEMENT, RELEASE AND INDEMNIFICATION

Date: _____

RENTER INFORMATION

Name(s): _____

Phone: _____ Email: _____

Driver's License #: _____ State Issued: _____ Exp Date: _____

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Noah's Ark Landing, LLC ("boat/jet ski/Jet Ski Owner") agrees to rent the boat/jet ski/Jet Ski listed below to Renter (identified above) for the time specified and subject to all terms and conditions set forth below.

_____ 1. The Renter, who has rented the boat/jet ski on the date(s) of _____ will not hold Noah's Landing, DBA Mermaid boat/jet skis, or John Hamel (owner), liable from any injury up to and including loss of limb or life, for themselves, their family, or any guests they bring on board the boat/jet ski, the dock, or land connected to dock.

_____ 2. **Release and Waiver of Claims.** Renter does hereby remise, release, and forever discharge boat/jet ski Owner, boat/jet ski Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the boat/jet ski; or in any way arising out of the rental relationship between Renter and boat/jet ski Owner.

_____ 3. The Renter will be legally responsible and responsible for all medical bills for anyone injured while utilizing the rental, including loss of limb or life.

_____ 4. Should the Renter encounter mechanical problems there is no refund. Accommodations will be attempted by Noah's Landing to fix any issues and allow reservation on the rental to continue as planned, but we provide no guarantee for this.

5. I, _____, have been explained how to run the boat/jet ski, start the boat/jet ski, locate and monitor fuel, how to refuel, how to monitor battery, how to park, and how to moore.

6. I, _____, have been shown the emergency devices: fire extinguisher , throw cushions, and life vests. I have also been shown the NC wildlife vessel certification card that I will need to produce if wildlife should stop me on the lake.

7. I, _____, understand that I am also fully financially responsible if I damage any boat/jet skis, watercrafts, docks or other property while utilizing the Rental.

8. I, _____, understand and promise to adhere to state law regarding the use of life jackets. Any person under the age of 13 must wear a life jacket at all times while on the boat/jet ski. All persons must wear life jackets while swimming from the boat/jet ski.

9. _____ I understand that if I break any of the rules outlined in the manual, I will immediately forfeit the remainder of my stay on the boat/jet ski and will not receive any refund. There are no refunds for any reason.

10. _____ I understand that I am responsible for any damage to lake property, businesses, or watercraft that I damage while operating and renting the Mermaid boat/jet ski.

11. _____ I understand that Lake James Urgent Care, Noah's Landing or John Hamel and any employee will not be held liable for damage to my vehicle while in their care.

Indemnification. Renter hereby expressly agrees to indemnify and hold harmless boat/jet ski Owner, boat/jet ski Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the boat/jet ski.

Governing Law. This Agreement is governed, construed, and administered according to the laws of North Carolina, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of North Carolina.

Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Renter's Signature

Date



NOAH'S LANDING
BOAT & RV STORAGE | LAKE JAMES

Noah's Landing/Mermaid boat/jet ski Representative

Date



NOAH'S LANDING
BOAT & RV STORAGE | LAKE JAMES



KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating

..... A Checklist from the U.S. Coast Guard and this Company



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



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



- 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 and it is my responsibility to slow down, steer away and/or stop.



- I understand that when I meet another boat head-on I should steer to the right (starboard).



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



- I understand that I must yield (give way) to all boats under sail.



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



- I understand that using alcohol, drugs and certain prescription medications 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 will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers never to dive or jump off of a moving boat.



- I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.



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



- I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrans® and individual states which would help me when I rent or operate boats.



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PONTOON/DECK 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 (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



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

I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

I will not use any generator that is not supplied as part of the rental package on this boat.



I understand that this boat has no brakes, so that stopping quickly may be difficult or impossible if I am going too fast.



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

I will obey No Wake zones/signs.



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



I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



I have been informed of the total capacity of ____ people and ____ lbs of gear for this boat. I will not exceed that limit.

I understand that overloading this boat is unsafe and against the law.



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

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



I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

I will instruct my passengers **never** to dive or jump off of a moving boat.

I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



If this boat is equipped with an engine cut-off device, I will use it.

I have received an operational orientation for this boat and understand that a written manual is on board.

Signed _____

Date _____