



BLUE CREEK

BOAT RENTALS

397 Marina Point Road, Dadeville, AL 36853
(256) 364-1580 | BlueCreekBoatRentals.com

BOAT RENTAL CONTRACT

Date: ____ / ____ / ____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

E-Mail _____

Drivers License #: _____ State: _____

****ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE****

****BCBR does not provide child-sized life jackets. LESSEE is solely responsible for providing properly fitted, U.S. Coast Guard-approved life jackets for all minor passengers.****

Exact Name on Credit Card: _____

CREDIT CARD NUMBER: _____ EXP: _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

The boat must be completely refueled upon return or an automatic \$25 fee along with the cost of fuel will be charged to the credit card on file.

FULL-DAY RESERVATION: Changes to existing full-day reservations, rental dates, or times must be made at least 48 hours before the reservation date and cannot be processed online. With the purchase of Trip Protection, changes to existing reservations, rental dates, or times must be made at least 12 hours before the reservation date and cannot be processed online.

MULTI-DAY RESERVATION: Changes to existing multi-day reservations, rental dates, or times must be made at least 72 hours before the reservation date and cannot be processed online. With the purchase of Trip

Protection, changes to existing reservations, rental dates, or times must be made at least 24 hours before the reservation date and cannot be processed online.

Any cancellation made more than 72 hours before the reservation date will result in no cancellation fee.

Trip Protection is an optional add-on purchased at booking that modifies change and cancellation timelines as stated above and does not cover weather, rule violations, or operator error.

NO PETS ALLOWED ON RENTAL BOATS

RENTAL FEES FOR PREMIUM TRITOONS:

Maximum of 12 people

Full Day: 9 AM-4:30PM

\$525.00 plus tax

Overtime each 30-minutes over time due \$50.00

RENTAL FEES FOR OTHER PONTOONS:

Maximum of 11 people

Full Day: 9 AM-4:30PM

\$395.00 plus tax

Overtime each 30-minutes over time due \$50.00

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Blue Creek Boat Rentals (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 \$50.00 per each half-hour.

Initial: _____

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 THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

Initial: _____

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. The LESSEE (S) will not remove any equipment from Lake Martin.

Initial: _____

I authorize and allow Blue Creek Boat Rentals to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. The boat must be refueled upon return or an automatic \$25 fee + fuel cost.

Initial: _____

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.

Initial: _____

A major credit card authorization (VISA, MasterCard, Discover, American Express) for any damages or loss of equipment 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; upon return of craft by LESSEE. LESSEE is responsible for all towing, recovery, or service charges resulting from operator error, negligence, rule violations, or running out of fuel.

Initial: _____

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, or not equally qualified.

Initial: _____

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 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.

Initial: _____

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 Tallapoosa County, Alabama.

Initial: _____

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 entirely all 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.

Initial: _____

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.

Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. All weather-related cancellations are non-refundable. LESSOR may, at its sole discretion, issue a weather credit for use toward a future boat rental reservation.

Initial: _____

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the 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.

Initial: _____

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

Initial: _____

THE TERMS AND CONDITIONS ON BOTH SIDES 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 BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: Blue Creek Boat Rentals by: _____ DATE: _____
LESSEE: _____ DATE: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT – ALABAMA

I. DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided Blue Creek Boat Rentals... "(For purposes of this Waiver and Release, the term Blue Creek Boat Rentals Hereafter known as (BCBR) includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of BCBR. If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is a Iso signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to BCBR all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify BCBR of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of BCBR.

Initial: _____

II. ACKNOWLEDGEMENT OF RISKS - The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning. variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initial: _____

III. EXPRESS ASSUMPTION OF RISK- The undersign hereby agrees that he/she is renting, operating or using the equipment provided by BCBR 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 rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to

sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of BCBR.

Initial: _____

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless BCBR. from any and all liability of any nature for any and all injury or damage 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 equipment provided by BCBR. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that BCBR shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that BCBR shall not be responsible for such injuries, damages, loss or theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BCBR**, 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 BCBR.

Initial: _____

V. LIABILITY TO THIRD PARTIES - The undersigned hereby agrees that he/she will indemnify and hold harmless BCBR 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 equipment provided by BCBR, even if such damages arise out of the negligence or fault of BCBR.

Initial: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE - The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from BCBR with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against BCBR for BCBR'S negligence.

Initial: _____

I have read the rental contract policy.

Initial: _____

RENTER: _____

DATE: _____