



Personal Watercraft Rental Agreement & Release Form

Date: _____ Emp: _____

Renters Name: _____ Renter's Phone: _____

Renter's Email: _____

Renter's Address: _____

Renter's Drivers License: _____ Renter's Date of Birth: _____

Abayance Bay Marina agrees to rent the following personal watercraft ("PWC") to Renter, upon the condition that the Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Watercraft Type: _____ PWC ID# _____

PWC shall be rented for the time period specified as follows:

Rental period: _____ hrs. / Rental rate: _____ / Units: _____ qty.

Rental deposit: _____

Time Out: Scheduled _____ / Actual _____

Time In: Scheduled _____ / Actual _____

Fuel for PWC shall be billed at market rate per gallon. PWC will be released to Renter with a full tank of fuel and will be refueled upon return - Renter will be billed accordingly.

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE ABAYANCE BAY MARINA FROM ALL KNOWN AND UNKNOWN OBLIGATIONS; AND TO INDEMNIFY ABAYANCE BAY MARINA AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE PWC. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

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Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Abayance Bay Marina (hereafter known as "Company"), Company'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, damage, 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 PWC; or in any way arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Abayance Bay Marina, Company'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 PWC.

Use of Watercraft

The intentions of Abayance Bay Marina is to provide an enjoyable means of outdoor recreation. The watercraft may not be used for towing, subleasing, racing or any illegal purposes. Each machine must be operated by an adult and in a safe and competent manner. Drivers and passengers of the rented PWC will be solely responsible for any individual fines and penalties due to violations of the law. Any and all charges related to the impoundment or retrieval of the PWC will be charged to the Renter, along with any lost rental time.

Terms and Conditions

1. Assumption of Risk – Renter acknowledges that the activities for which the PWC is designed include inherent dangers, including the risk of bodily injury and/or death; if PWC is not used as intended. Renter assumes and accepts all risks associated with the use of the PWC.

_____ Renters Initials

2. Acceptable Use – Renter agrees and acknowledges that he/she will be the sole operator of the PWC, and will use the PWC in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines of Abayance Bay Marina, and any applicable local, state, and federal laws.
3. Prohibited Activities – Renter shall not violate any of the following rules and regulations during his/her operation of PWC:
 - a. _____ There are no additional passengers permitted on the PWC unless expressly permitted by Company in writing prior to use.
 - b. _____ There is no smoking while on PWC.

- c. _____ There are no alcoholic beverages permitted on PWC. Abayance Bay Marina reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
 - d. _____ There are no pets permitted on the PWC.
 - e. _____ There is no fishing permitted from the PWC.
4. Age – Renter is at least 18 years of age. No one under the age of 18 is permitted to operate the PWC.
 5. Unsafe Use – If at any time Abayance Bay Marina determines that Renter has engaged in an unsafe or hazardous use of the PWC, Abayance Bay Marina may immediately terminate the rental. Upon notification of termination, Renter must return the PWC to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Abayance Bay Marina shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous”.
 6. Conditions of PWC upon Return – The Renter shall return the PWC to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage, caused to the PWC during the rental period. Abayance Bay Marina shall retain any portion (or all) of Renter’s damage deposit as necessary to cover repairs for such damages. To the extent that damages to the PWC exceed the amount of the damage deposit, Renter shall be billed by Abayance Bay Marina for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees: if collection services are needed due to nonpayment.
 7. Damage Deposit – Should any damages exceed the damage deposit, Abayance Bay Marina will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the damage and stops when PWC is once again available for rental). The itemized repair bill, including the lost rental time, must be paid in full upon presentation of bill to Renter. The damage deposit shall not bear interest. Renter shall be responsible for damages at and beyond the damage deposit.
 8. Late Return – If Renter returns the PWC to the designated docking area or than 15 minutes after the scheduled “Time-In”, Renter shall be charged \$125.00 for the hour and then charged \$125.00 every additional late hour accrued.

Caution: This equipment can give a rough ride. Persons with back problems, seizure disorders, or any medical condition relating to the same are encouraged not to rent.

_____ I acknowledge that I am not using any medication at the time – either prescribed or nonprescription; that would impair my ability to operate a PWC.

_____ I further acknowledge that I have been given full and proper instruction in operating the said PWC in a safe manner.

Renter has read and understands all of the terms, condition and rules set forth above, and agrees to all terms without reservation.

Signature: _____ Time: _____ Date: _____