

Rental Date \_\_\_\_\_ **Lake Powell Vacations, LLC**

**Boat Rental Contract**

645 Elm St, Page AZ 86040  
928.614.8573

Name: \_\_\_\_\_ Date of booking: \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone or Cell Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ DOB: \_\_\_\_\_

**\*\*ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT LEAST 18 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\***

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Exact Name on Credit Card: \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV2 \_\_\_\_\_

Billing Address if different the above \_\_\_\_\_

Date Rented: \_\_\_\_\_ Rental Fee: \_\_\_\_\_ Launch and Retrieval \_\_\_\_\_

Damage assessments and fees: Any cosmetic damage to the boat by renters will be charged directly to the renter's credit card on file.

In the event of major damage to the vessel the repair amount in full will be charged directly to the renter's card, unless the renter has paid for renters insurance. In the event renters insurance has been placed a minimum of \$400.00 will be charged to the card on file.

Fuel charges: In the event the vessel is returned with gages reading less than full a 15% service fee will be charged along with total fuel amount.

## Additional information (not required)

Emergency contact Name: \_\_\_\_\_

Emergency contact Phone Number: \_\_\_\_\_

**Starting Point:** \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

### Rules & Regulations

1. Reservations for rental equipment shall be made in person or online. Fees and charges for rental equipment will be calculated by the day. Payment is due in full at the time of pick up. If you do not pick up your equipment at your scheduled time you may forfeit your rental.

- **EQUIPMENT PICK UP/RETURN**

1. Lake Powell Vacations staff is not responsible to load or unload equipment and or deliver equipment. The customer must have access to their own or a rented vehicle to load/unload rented equipment.

- **IN CLIMATE WEATHER/REFUNDS**

1. Lake Powell Vacations reserves the right to cancel your reservations if we feel that in climate weather may be a hazard to your safety.

2. In the event you decide to rent equipment knowing in climate weather may occur you will not be refunded.

3. If you bring the equipment back early you will not be refunded for a partial day. Rentals are at a full day minimum charge ONLY.

- **LATE FEES/EQUIPMENT RETURNS**

1. The Customer shall return rental equipment on the date and time designated on the reservation form. Late fees will be calculated at \$25.00 per hr per rented item.

2. If you fail to return by closing of your scheduled return day we will have to report you missing to the National Park Service.

3. Return of Equipment: The Customer shall be charged an additional fee for all rental equipment not returned in a clean condition. A \$25.00 cleaning fee will be charged on rentals returned dirty. Any equipment not returned within 48 HOURS of the due date will be considered lost **AND CUSTOMER WILL BE CHARGED FULL REPLACEMENT VALUE OF THE LOST EQUIPMENT.**

4. I have examined rental equipment and agree that equipment is in good working condition with no visible damage. When engaging in the rental or use of Lake Powell Vacations rental equipment including car racks, foam blocks, paddles and life jackets, I agree to accept all responsibility to maintain and know the whereabouts of all the equipment rented for the entire rental period and to pay all repair and/ or replacement costs for the damage or theft that may occur to equipment, or to my own or other's vehicles or property during the rental period.

5) The risk of injury from the activities involved in significant, including the potential for permanent paralysis and death.

6) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH RELEASES OR OTHER, AND ASSUME REPONSIBILITY FOR MY PARTICIPATION.

7) I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during

my presence or participation, I will remove myself from participation and bring such to the attention of the hazard to Lake Powell Vacations staff immediately.

8) I, for myself and on behalf of my heirs, assign, personal representatives and next of kin, hereby release, indemnity, and hold harmless LAKE POWELL VACATIONS there officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (releases), from any and all claims, demands, losses and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether assisting from the negligence of the releases or otherwise, to the fullest extent permitted by law.

9) When engaging in the rental or use of Lake Powell Vacations rental equipment including car racks, foam blocks, paddles and life jackets, I agree to accept all responsibility to maintain and know the whereabouts of all the equipment rented for the entire rental period and to pay all repair and/ or replacement costs for the damage or theft that may occur to equipment, or to my own or other's vehicles or property during the rental period. Should I damage or lose any equipment I agree to pay for a replacement at current replacement value which I authorize to be charged to the credit card on file which was paid for the rental with. If I am not present during the delivery or return of my rental equipment, I will be fully responsible for any loss, theft or damage to the same and any damage to any vehicle used to transport them or damaged by the rental equipment.

10) Leashes should always be worn always while paddle boarding.

**I have read this release of liability and assumption of risk agreement fully understand it's terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.**

**Sign:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**\*For parents/guardians of participants of minor age (under 18 at time of registration):\***

This is to certify that I, as a parent guardian with legal responsibility for this participant, Do Consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assign, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

**Sign:** \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Lake Powell Vacations, LLC \*(For purposes of this Waiver and Release, the term Lake Powell Vacations, LLC" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Lake Powell Vacations.). 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 is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Lake Powell Vacations, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the a event that he/she fails to Lake Powell Vacations, LLC 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 Lake Powell Vacations, LLC.**

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 boat's, other boats, 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 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 herby agrees that he/she is renting, operating or using the equipment provided by Lake Powell Vacations, LLC 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 Lake Powell Vacations, LLC.**

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 Lake Powell Vacations, LLC 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 Lake Powell Vacations, LLC. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Crosswinds Boating Center, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Lake Powell Vacations, LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Lake Powell Vacations, LLC**, 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 Lake Powell Vacations, LLC

Initial: \_\_\_\_\_

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold Lake Powell Vacations, LLC 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 boat's 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 Lake Powell Vacations, LLC, **even if such damages arise out of the negligence or fault of Lake Powell Vacations, LLC.**

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 Lake Powell Vacations, LLC 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 Lake Powell Vacations, LLC for Lake Powell Vacations, LLC's negligence.**

Initial: \_\_\_\_\_

RENTER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_