

Lake Chatuge Rentals, Inc - Boat Rental Agreement			
Rental Company Lake Chatuge Rentals, Inc.	2300 Hwy 76 Hiawassee, Ga 30546	Phone: 706-896-2835 Email: Sales@lakechatugemarine.com	
Name:		Date:	
Street:	City	State:	Zip:
Cell Phone:	Email:		
Home Phone:			
Drivers Lic#:		State:	Date of Birth:
Boat Make:	Boat Hrs out:	Leave Time:	
Boat #	Boat Hrs in:	Return Time:	

BOATER EDUCATION AND SAFETY

A DNR approved Boat Rental Education Certificate is required by the law affective July 1, 2014. The DNR Boat Rental Education Form can be obtained at Lake Chatuge Rentals or will be delivered along with the boat.

Your safety while out on the water is of the utmost importance to us. You will be required to watch a short video.Rental Education Certificate can be obtained at Lake Chatuge Rentals.

To save time you can watch the video before arrival. Once you arrive there will be a short test and a verification form along with other paperwork.

Boater Education

- Watch DNR Video. (If you have not watched the video before arrival)
- If you watched the video before arrival you will be asked to take a short test and read and sign a **DNR VESSEL RENTAL ORIENTATION CHECKLIST.**
- We will have a short orientation time regarding operation of the boat and features.
- A Georgia DNR vessel rental certification card will be issued to you. (Valid for 6 months).

ESTIMATED COST OF DAMAGE

FOLLOWING IS A LIST OF POTENTIAL DAMAGES THAT MAY OCCUR DUE TO RENTER'S NEGLIGENCE DURING THE RENTAL PERIOD. FOR EACH ITEM LISTED, THERE IS AN ESTIMATED COST OF REPLACEMENT AND/OR REPAIR. ALL DAMAGES WILL BE REPAIRED BY A CERTIFIED MARINE MECHANIC AND THE COST ABSORBED BY THE RENTER WILL INCLUDE TOTAL COST OF INVOICE. THIS LIST IS NOT ALL INCLUSIVE. ANY ADDITIONAL DAMAGES INCCURED THAT ARE NOT LISTED HEREIN WILL BE REPAIRED AND CHARGED TO THE RENTER AS STATED ABOVE.

PLEASE NOTE:

- RED MUD STAINS WILL RESULT IN AUTOMATIC COST OF, BUT NOT LIMITED TO, \$100.
- FRONT NAVIGATIONAL LIGHTS- \$35 REAR NAVIGATIONAL LIGHTS - \$75

- SEAT TEAR - \$350 MINIMUM (IF SEAT HAS TO BE REPLACED THE COST COULD EXCEED \$1,500)
- STEREO - \$350
- STEREO SPEAKER - \$150
- FLOORING DAMAGE OR BURN - \$75 MINIMUM (IF STAIN CAN'T BE REMOVED, RENTER WILL BE RESPONSIBLE FOR TOTAL FLOOR REPLACEMENT AT A COST THAT COULD EXCEED \$3,500)
- PROPELLER DAMAGE - \$200
- LADDER DAMAGE - \$225
- BIMINI TOP DAMAGE - \$750
- SCRATCHES, DENTS OR DAMAGE TO PONTOONS OR RAILS- \$300 MINIMUM (COST COULD EXCEED \$3,000)

RENTAL AGREEMENT – WAIVER AND RELEASE OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

YOU MUST BE 21 YEARS OF AGE OR OLDER TO RENT OR OPERATE RENTAL BOAT.

THIS RENTAL AGREEMENT: WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (“RENTAL AGREEMENT”) IS APPLICABLE TO ALL RENTERS, OPERATORS, PASSENGERS, AND USERS OF EQUIPMENT PROVIDED BY RENTAL COMPANY. *(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM “RENTAL COMPANY” INCLUDES ALL EMPLOYEES AGENTS, REPRESENTATIVES, SEVANTS, ASSIGNS SUCCESSORS, INSURERS AND SUBSIDIARIES OF RENTAL COMPANY). THE UNDERSIGNED AGREES THAT HE/SHE IS ALSO SIGNING THE RELEASE ON BEHALF OF ANY MINOR CHILDREN FOR WHOM HE/SHE IS PARENT, GUARDIAN, OR OTHERWISE RESPONSIBLE FOR CARE, CUSTODY AND CONTROL. RENTER AGREES THAT HE/SHE WILL DISCLOSE TO RENTAL COMPANY ALL POTENTIAL OPERATORS, PASSENGERS, AND USERS OF SAID RENTAL EQUIPMENT. RENTER FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY RENTAL COMPANY OF ALL POTENTIAL OPERATORS, PASSENGERS, OR USERS OF SAID EQUIPMENT, HE/SHE WILL BE PERSONALLY LIABLE FOR ANY DAMAGES TO THE UNDISCLOSED INDIVIDUAL, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY. RENTAL COMPANY IS NOT RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO UNDISCLOSED OPERATORS AND PASSENGERS, AND UNDISCLOSED OPERATORS OR PASSENGERS ARE NOT ALLOWED TO USE ANY WATERCRAFT OR EQUIPMENT OF THE RENTAL COMPANY.

II. EXPRESS ASSUMPTION OF RISK – CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I HAVE NO HEALTH RESTRICTIONS, WHICH WOULD PREVENT ME FROM PARTICIPATING IN ANY ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH, OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT, OR OMISSION OF RENTAL COMPANY. AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

III. RELEASE OF LIABILITY – CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM

PARENT, LEGAL GAURDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCURRED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN.

IV. COVENANT NOT TO SUE – CAUTION!! READ BEFORE SIGNING

AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETLEY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

V. LIABILITY TO THIRD PARTIES – CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY 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 RENTAL COMPANY. EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OR RENTAL COMPANY.

VI. RENTERS CONSENT TO PAYMENT OF RENTAL WATERCRAFT LOSSES AND DAMAGES

A VALID CREDIT CARD NUMBER SHALL BE RETAINED BY THE RENTAL COMPANY AND WILL BE USED TO PROVIDE FULL COMPENSATION FOR FAILING TO RETURN SAID RENTAL WATERCRAFT IN AS GOOD CONDITION AS WHEN RECEIVED BY RENTER. COMPENSATION INCLUDES, BUT IS NOT LIMITED TO, REIMBURSEMENT OF ARTICLES DAMAGED, MISSING OR BROKEN. RENTER AUTHORIZES THE RENTAL COMPANY TO CHARGE RENTERS CREDIT CARD FOR THESE ITEMS IN SUCH CASE. IN THE ALTERNATIVE OR IN ADDITION TO THE CHARGES TO RENTERS CREDIT CARD, THE RENTAL COMPANY, IN ITS SOLE DISCRETION, MAY DEMAND THAT THE RENTER PAY SUCH CHARGES IN IMMEDIATELY AVAILABLE FUNDS SUCH AS CASH OR CERTIFIED CHECK. THE AMOUNT AVAILABLE ON THE BALANCE OF THE CREDIT CARD SHALL IN NO WAY BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES, REIMBURSEMENTS, OR RENTAL CHARGES OWED TO THE RENTAL COMPANY BY THE RENTER.

RENTER HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT THE WATERCRAFT IS WITHOUT DAMAGES OR DEFECTS INCLUDING, BUT NOT LIMITED TO, DENTS, SCRATCHES, TEARS, STAINS AND PROPELLER DAMAGE. AN INSPECTION OF THE WATERCRAFT WILL BE CONDUCTED BY BOTH THE RENTAL COMPANY AND RENTER PRIOR TO THE RENTAL PERIOD WHEREBY ANY EXISTING DAMAGES WILL BE NOTED AND ACKNOWLEDGED IN WRITING ON THE ATTACHED BOAT RENTAL AGREEMENT FORM. UPON RETURN OF THE WATERCRAFT, THE RENTAL COMPANY WILL CONDUCT A FINAL INSPECTION. RENTER WILL BE HELD RESPONSIBLE AND LIABLE FOR THE TOTAL COST OF ANY AND ALL DAMAGES TO THE WATERCRAFT.

THIS RENTAL & PRIOR TO BEING RENTED AGAIN TO DISCOVER AND INFORM RENTER OF DAMAGE FOUND. RENTER ACKNOWLEDGES AND UNDERSTANDS THAT ALL RENTAL WATERCRAFT INCLUDE ACCESORY ITEMS AND ALL GEORGIA DEPARTMENT OF NATURAL RESOURCES REQUIRED EQUIPMENT INCLUDING, BUT NOT LIMITED TO PERSONAL FLOTATION DEVICES, FIRE EXTINGUISHERS, THROW DEVICES, ANCHORS, ETC. ALL ITEMS INCLUDING THE VALUES OF EACH ITEM WILL BE NOTED BETWEEN THE RENTAL COMPANY AND THE RENTER PRIOR TO LAUNCHING THE RENTAL WATERCRAFT. BY SIGNING THE INVENTORY LIST, THE RENTER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY FOR ALL ITEMS LISTED. UPON RETURN OF THE RENTAL WATERCRAFT, THE RENTAL COMPANY AND THE RENTER WILL

COUNT ALL RETURNED ITEMS. ANY ITEMS MISSING OR DAMAGED FROM THE SIGNED AGREEMENT WILL BE PAID FOR BY THE RENTER AS STATED HEREIN.

EARLY RETURNS OR CANCELLATION DUE TO THE NEGLIGENCE OF THE RENTER WILL NOT RESULT IN A REFUND. ABSOLUTELY NO REFUNDS WILL BE GIVEN DUE TO MECHANICAL FAILURE UNTIL RENTAL COMPANY HAS HAD THE OPPORTUNITY TO CHECK THE UNIT FOR OPERATOR NEGLIGENCE AND OR ABUSE. IF IT IS DETERMINED THAT THE RENTER HAS CAUSED DAMAGE TO THE UNIT, THE RENTAL COMPANY RESERVES THE RIGHT TO CHARGE THE RENTER'S CREDIT CARD WITHOUT ANY FURTHER NOTIFICATION OR AUTHORIZATION FROM THE RENTAL COMPANY. RENTER WILL BE RESPONSIBLE FOR ANY REVENUE LOSS DUE TO WATERCRAFT BEING UNRENTABLE DUE TO DAMAGE CAUSED DURING THIS RENTAL PERIOD.

VII. GENERAL TERMS AND CONDITIONS

I CERTIFY THAT I HAVE RECEIVED ADEQUATE AND PROPER SAFETY AND OPERATIONAL INSTRUCTIONAL INSTRUCTION FOR THE EQUIPMENT AND WATERCRAFT RENTED FROM RENTAL COMPANY AND AM CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF SUCH EQUIPMENT AND WATERCRAFT AND FOLLOWING ALL SAFETY INSTRUCTIONS. I AGREE NOT TO USE NOR PERMIT THE USE OF THE EQUIPMENT (A) FOR ANY UNLAWFUL PURPOSE; (B) IN A CARELESS, RECKLESS, OR NEGLIGENT MANNER; (C) WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS; (D) TO CARRY PASSENGERS OR PROPERTY IN EXCESS OF THE CRAFT'S RATED CAPACITY; (E) IN A RACE OR COMPETITION; OR (F) IN VIOLATION OF THE INSTRUCTIONS I RECEIVED FROM RENTAL COMPANY. THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES, AND ALL PVIOUS DISCUSSIONS, UNDERSTANDINGS, REPRESENTATIONS, NEGOTIATIONS, AND AGREEMENTS WITH RESPECT TO THE MATTERS INCLUDED IN THIS AGREEMENT AND MERGED HEREIN. ADDITIONALLY, THE CONSIDERATION RECITED HEREIN IS THE FULL, COMPLETE AND ENTIRE CONSIDERATION FOR THIS AGREEMENT, AND THERE IS NO FURTHER CONSIDERATION TO BE PAID BY ANY PART TO ANY OTHER PARTY OTHER THAN AS RECITED HEREIN. IF ANY PROVISION OR PART OF A PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THE AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE BY ANY PARTY.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA IN THE EVENT RENTAL COMPANY PREVAILS IN ANY LITIGATION OR CLAIM RELATING TO THE ENFORCEMENT OF THE PROVISIONS CONTAINED HEREIN, I AGREE TO PAY AND INDEMNIFY RENTAL COMPANY FOR ITS LITIGATION EXPENSES, INCLUDING REASONABLE LEGAL FEES AND COURT COSTS. ANY SUIT OR DISPUTE MUST BE PURSUED THROUGH ARBITRATION IN TOWNS COUNTY INSTEAD OF THROUGH THE COURTS. I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS AGREEMENT I HAVE FULLY INFORMED-MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THE AGREEMENT, AND THAT I HAVE REILED SOLELY ON MY OWN JUDGEMENT IN EXECUTING THE DOCUMENT.

I HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, WAIVER AND RELEASE OF ALL CLAIMS INCLUDING THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE OF LIABILITY, DISCLAIMER OF GIVING UP SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE IF RENTAL COMPANY'S WATERCRAFT AND EQUIPMENT. I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I AGREE TO ASSUME REPONSIBILITY, EVEN THOSE RISKS ARISING OUT OF NEGLIGENCE BY RENTAL COMPANY, OTHER PASSENGERS, RIDERS, AND/OR ALL PARTICIPANTS ON THE WATERCRAFT. MY AND OUR PARTICIPATION IN THE ACTIVITY IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF AND ALL PASSENGERS ON THE WATERCRAFT, INCLUDING ANY MINOR CHILDREN, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE

NEGLIGENCE OR OTHER FAULT OF PASSENGERS, RIDERS, GUESTS AND OTHER PASSENGERS ON THE WATERCRAFT AND EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE RENTAL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, LEGAL REPRESENTATIVE AND ASSIGNS (COLLECTIVELY THE "RELEASEES").

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS AGREEMENT I HAVE FULLY INFORMED-MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THE AGREEMENT, AND THAT I HAVE REILED SOLELY ON MY OWN JUDGEMENT IN EXECUTING THE DOCUMENT.

CAUTION!!! READ THIS ENTIRE DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY. SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO IT'S TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGERS/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFETY AND OPERATIONAL PROCEDURE

RENTER:

NAME	SIGNATURE	DATE
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OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFETY AND OPERATIONAL PROCEDURE

EACH PARTICIPANT: PRINT NAME & SIGN THE SAME NUMBER AS YOU INITIAL

PRINT NAME	UNDER 18 (GIVE AGE)	SIGNATURE OR GUARDIANS SIGNATURE
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