

This craft rental is made effective _____ between **Aquatic Center Inc.** (the lessor) and _____ (the lessee) and state the agreement of the parties as follows:

CRAFT SUBJECT TO RENTAL: The lessor shall rent: _____ (mfr.) _____ (model) _____ (year) MD _____ (registration) _____ (hp)
RENTAL PERIOD: This rental shall initiate in: **MCHENRY, MD** at _____ (am/pm) to _____ (am/pm) _____ (date) _____ (period of time rented)

The lessee acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition. That he/she will maintain both craft and equipment to a safe, dependable condition while in his/her custody.

PAYMENT TERMS: Prior to initiation of the rental period, payment in full is due.

SECURITY DEPOSIT: In addition to the rental payment, the lessee shall pay a **minimum \$300.00** security deposit (either cash or by credit card) at the time this rental agreement is signed for each craft rented. If a cash security deposit is made, the lessee must also provide the lessor with a valid credit card. This deposit will be returned to the lessee upon termination of this rental agreement, less any expenses incurred to retrieve the craft and/or to repair any damage caused to this craft by the lessee or anyone else during the rental period. Should damages exceed the **minimum \$300.00** deposit, the lessee agrees to make payment in full immediately upon **AQUATIC CENTER INC.** presentation of an itemized repair bill. This security deposit shall not bear interest.

INHERENT DANGER: The lessee understands and agrees that crafts and their operation is an inherently dangerous activity. The lessee certifies that he/she understand the rules and regulations for the safe operation of crafts. The Lessee further agrees not to let anyone else to operate this craft without likewise instruction of the rules and regulations for safe operation of a craft.

MINIMUM AGE: The Lessee shall proved evidence that he/she is at least eighteen years of age.

HEALTH OF LESSEE: The lessee certifies that he/she is in good health, has no physical defects that may be of danger to themselves or of anyone else, and that he/she is capable of safe operation of this craft. Furthermore, the Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

CARE AND OPERATION: The Lessee agrees to operate this craft only in careful and a proper manner, and to obey and comply with all laws and regulations for craft operation.

WARRANTY: The Lessor makes no warranties, express or implied as to the craft rented. The Lessee assumes the responsibility for the condition of the craft.

RISK OF LOSS OR DAMAGE: The Lessee assumes all risk of loss or damage to the craft from any cause, and agrees to return the craft in the condition received from the Lessor, with the exception of normal wear and tear. The Lessee certifies that he/she has examined the craft and finds it acceptable and suitable for the purpose for which it is rented. The Lessee agrees to return this craft on or before the expiration of the rental period in the new condition it is in now EXCEPT AS FOLLOWS:

If the craft is damaged or lost, the Lessor shall have the option or requiring the Lessee to repair the equipment to a state of good and working order, or replace the craft with a like craft in good repair.

Lessee agrees not to use, nor permit 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 and or narcotics;
- d. by any other person not the signatory of this agreement, or not equally qualified.

Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other craft operators and persons. IT IS AGREED AND UNDERSTOOD BY THE LESSEE that 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 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 of the LESSEE'S personal property while carried in or on the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of a suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of the LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

LESSORS ability to provide a rental craft, if reserved, is contingent upon and subject to the return to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.

The rules and regulations contained herein and posted in the office, on the craft, and/or by 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 to see that his/her family and or guests will obey the rules.

LIABILITY AND INDEMNITY: The Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge its owners, employees, and agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments, and attorney fees, which the lessee or the lessee's heirs, personal representatives or assigns may have, or claim to have. **AQUATIC CENTER INC.** its owners, employees, agents, and assigns, including any claims for negligence created by or arising from the use, operation, handling, or transportation of the craft by the LESSEE or any one else during the LESSEE'S rental period. Further the LESSEE hereby agrees to defend, indemnify, and hold harmless **AQUATIC CENTER INC.** its owners, employees, agents, and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created or arise out of the LESSEE'S operation of the craft during the rental period. The LESSEE agrees to pay all claims brought by third parties resulting from the operation and/or use of this craft during the rental period, including attorney fees and other costs.

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

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

LESSOR: **AQUATIC CENTER INC.**

Name (printed)

Signature

MINIMUM: RETAINED DEPOSIT AMOUNT **\$300.00 PER CRAFT**

LESSEE: _____	AGE _____
Name (printed) _____	
Date of Birth _____ / _____ / _____	DL# or SS# _____
Address _____	
City, State, Zip _____	
Cell Phone _____	
Signature _____	Date _____
Additional LESSEE Signature:	
1. _____	Age _____
2. _____	Age _____
3. _____	Age _____
4. _____	Age _____
5. _____	Age _____
6. _____	Age _____
7. _____	Age _____

WARNING: I understand that operating or riding a Craft such as a: Personal Watercraft, Boat, Kayak, or Paddleboard, or Towable Toy is extremely dangerous and can result in serious injury or death. I hereby hold Aquatic Center Inc. and or Carol Jacobs and or Parker Jacobs, of McHenry, Maryland, harmless of, from, and against any and all liability for injury of persons (including death) and or damage to property resulting directly or indirectly from operating or riding a personal watercraft, boat, kayak, or paddleboard or towables. As a passenger, I agree to assist the driver with the safe use of the rental craft. I agree not to jeopardize the safe operation of rental craft. I will not operate the personal watercraft, boat, kayak, or paddleboard between sunset and sunrise. I understand the Maryland Natural Resources (DNR) Boating and or Personal Watercraft and or Kayak and or Paddleboard regulations. I will operate rental craft in accordance with all said regulations. I understand that anyone born after July 1, 1972 must request and carry a temporary boating certificate, unless they have and carry a permanent boating certificate to operate a motorized craft. I have read, understand, and will follow the Aquatic Center Operating Instructions. I can swim. I agree to report an accident, malfunction, or breakdown of the rental craft to the Aquatic Center immediately. I assume responsibility should the rental craft become involved in any accident which may result in damage or destruction to any property or injury to any person. I agree as a lessee or participant that my credit card may be charged for damages. I understand that I will be responsible for a 2% monthly interest charge on any unpaid balances from the Aquatic Center Inc. If the rental craft is not returned at the specified time, I agree to pay for overtime at the rate of \$95.00 per hour, payable at the start of each hour. I understand that any participant under the age of 18 years old must also have their parent or legal guardian sign this rental agreement. I agree and understand that my rental can be terminated at any time for any reason without a refund. I understand that I am responsible for any or all of the participants. I agree to pay for all damages, injuries, lost income, specialist fees, wages, **attorney fees, and related costs of any claim. **RETURN POLICY: NO REFUNDS****