



Boat Rental Agreement

Release of liability and rental agreement

- 1) **Safari Boat Rentals LLC**, is located in Accomack County Virginia (hereinafter referred to as Safari agrees to rent one (1) powerboat or jet drive watercraft or other marine vehicle (hereinafter referred to collectively as a vessel), only upon the following agreement, conditions and signed release by **the Renter**, whose signature appears below.
- 2) I **the Renter**, agree and understand that my rental watercraft is to be used and operated solely by myself. I understand that I am participating in a sport with possible risks to myself and others if not operated safely. I further agree to return the vessel to Safari at the end of the rental period in the same condition in which I received it. **I ASSUME FULL LIABILITY FOR ANY AND ALL DAMAGE TO THIS VEHICLE while it is in my custody. Further, I AM RESPONSIBLE FOR THE SAFETY OF MYSELF AND ALL MY GUESTS I may have in the vessel.**
- 3) I agree that there will be no personal usage by anyone other than myself. All other eligible operators must have entered into a rental agreement.
- 4) There is no off-site trailering allowed by the renter.
- 5) I hereby state, that to the best of my knowledge, I AM IN GOOD PHYSICAL AND MENTAL CONDITION, and I have been EXPLAINED VEHICLE SAFETY PROCEDURES.
 - 6) **Rental Agreement, Release of Negligence and Hold Harmless and Indemnification**
- 7) I voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY which may be incurred from or be connected in any manner WITH MY USE, OPERATION OR RENTAL of a watercraft from Safari. I HEREBY RELEASE Safari, its agents and employees, FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY (of whatever kind, nature or description) that may arise out of, or I may sustain, IN CONNECTION WITH MY USE, OPERATION OR RENTAL of a watercraft from Safari. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Safari owners, its agents and employees FROM ALL CLAIMS, DEMANDS ACTIONS, CAUSES OR ACTIONS, including attorneys fees, expenses and costs, OF MYSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), which may arise out of, or in manner connected with, or CAUSED BY MY USE OR BY MY GUESTS OR AGENTS), OR OPERATION OR RENTAL of a vessel from Safari. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING upon my heirs, administrators, executives and assigns. Any Action of dispute will be ARBITRATED BY A COURT OF LAW IN Accomack County, Virginia or the closest FEDERAL MARITIME COURT OF LAW.
- 8) I AGREE TO A RENTAL FEE AND A SECURITY DEPOSIT AS INDICATED BELOW WHICH WILL BE APPLIED TO THE PAYMENT FOR ANY AND ALL DAMAGE to the vehicle occurring during the period of this rental agreement. I understand that I WILL REMAIN LIABLE FOR THE PORTION OF ANY DAMAGE COST EXCEEDING MY DEPOSIT, including attorney's fees, expenses and costs incurred.
- 9) I CERTIFY THAT I AM AN EXPERIENCED OPERATOR of powerboats and will only go to the areas agreed upon with Safari representatives and described in my float plan.
- 10) I CERTIFY THAT I HAVE COMPLETED A U.S.C.G. APPROVED BOATERS SAFETY COURSE. _____

- 11) I understand and agree that I will not operate the vessel while under the influence of alcohol or any substance. Operating a vessel while impaired is strictly prohibited and punishable by law. _____
 - 12) I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, _____
 - 13) I Confirm I have received proper training in vessel operation and safety procedures by Safari. _____
 - 14) I acknowledge I have a clear description of navigation limitations and hazards.
 - 15) I CERTIFY THAT I HAVE READ THIS AGREEMENT AND RELEASE AND THAT I UNDERSTAND ITS CONTENTS AND INTENTIONS. _____
 - 16) Application# _____
 - 17) Type/Qty/Rate _____ Security Deposit\$ _____
 - 18) Out _____ In _____ Used _____ # _____ Rental Fee \$ _____
Plus Fuel/Oil Used
 - 19) Tax _____ = total _____ tax 5 1/2 %
 - 20) Rods _____ Date _____ Renter _____
 - 21) Other _____
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- 22) Payment by: cash () Credit Card () Other ()
- 23) Drivers License # _____
- 24) **Signature** _____ Date _____
- 25) Address _____
- 26) Phone Number _____
- 27) Boat number _____
- 28) Rental# _____
- 29) Gas _____
- 30) Oil _____
- 31) Map _____
- 32) Alternate vessel supplied when mechanical problems or other unforeseen developments cause the failure of the reserved vessel to perform the intended boat rental period. We reserve the right to exchange the rental vessel reserved with another boat of the same size or larger.
- 33) All vessels being returned should be in the same condition as received. Full of fuel and oil and clean. Our Jet Boats use QuickSilver DFI outboard motor oil as supplied by Mercury Motor Company. Cost is 26.99 dollars per gallon with fuel currently averaging \$ 3.25 Gal. There is no charge for oil with our four stroke motors.
- 34) All boat rentals must return to port or agreed location 1 hour before sunset unless in writing authorized to operate after dark. Any boats arriving AFTER THIS TIME ARE CHARGED 100.00 PER HOUR. Staff is required to be on hand at your expense.
- 35) Check items indicate the departure status of the boat rental.

Equipment

life jackets _____ no of people _____

child life jackets under 50 lbs. _____ No, _____

child life jacket 50 to 90 class _____ No. _____

fire extinguisher _____

Anchor with Rope _____

Oar _____

Whistle _____

Continued

Throw cushion _____

flares _____

Other _____

Fuel level _____ Oil _____

Condition of boat: _____

Acknowledged by: _____ Date: _____

Return time:

All boats must return to the dock of origin by 6:30 pm and if on daily rental the overage is computed at a rate of 100.00 dollars per hour with any tow boat expense solely the expense of the renter. Our support services are limited to calls of record by 5:30 pm.

Initial _____