

Ozark Heritage Creations, LLC

**WATERCRAFT RENTAL AGREEMENT**

LESSEE INFORMATION		RENTAL INFORMATION	
Lessee Name	Street	Date	Rental #
City	State Zip	# Passengers	
Driver's License #	Local Lodging	Out Time	In Time
Lease Crew Member	Credit Card on file?	Accessories	Accessories Fee
Additional Authorized Operator(s)		REGISTER OUT	REGISTER IN
1.		Rental Fee	Over time charge
2.		Accessories Fee	Damage Charge
3.		TOTAL	TOTAL
<p><b>NO INDIVIDUAL MAY OPERATE A RENTED MOTORIZED WATERCRAFT WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT</b>                      Lessee is a person or entity renting equipment or services. Ozarks Heritage Creations, LLC – DBA Fellows Lake Marina (FLM)                      Undersigned is a Lessee, Authorized Operator, and/or Passenger.</p> <p><b>WARNINGS:</b> There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use including but not limited to watercraft and activities incidental thereto (referred to herein as 'activity'). Although we have taken reasonable appropriate equipment and/or skilled staff so that you can enjoy an activity, this activity is not without risk. Certain risks cannot be eliminated with character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, injury, illness or in extreme cases, permanent trauma or death.</p> <p><b>Acknowledgment of Risks:</b> Undersigned acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action, and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft and manmade or natural objects; 3) Wind shear, inclement weather, lighting, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness elements, hypothermia, and/or drowning; 6) Getting in or out of the water craft; 7) Equipment failure or equipment failure due to operator error; 8) Heat and sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of an accident.</p> <p><b>Express Assumption of Risks and Responsibility:</b> Undersigned agrees to assume responsibility for the risks identified herein and those risks not specifically identified, Undersigned verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Undersigned assumes full responsibility, including any minor children for which Undersigned is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Undersigned and guests elect to participate in spite of the risks. Undersigned is responsible for protecting skin and eyes from the elements. Undersigned agrees to wear a U. S. Coast Guard approved (PDF or Life Jacket) while participating in the activity.</p> <p><b>Covenant of Good Faith:</b> Undersigned recognizes that FLM, the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person FLM judges to be incapable of meeting the rigors or requirements of participating in the activity. Undersigned accepts FLM's right to take such actions for the safety of Undersigned and/or other participants.</p> <p><b>Authorization:</b> Undersigned hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Undersigned either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Undersigned's behalf.</p> <p><b>Release:</b> In consideration of services or property provided, Undersigned and any minor children for which Undersigned as a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: FLM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Undersigned and other persons or properties as a result of any acts, omissions or negligence of FLM or any other person (including Undersigned) or entity and Undersigned hereby releases and discharges FLM and insurer, if any, for any such damage.</p> <p><b>UNDERSIGNED ASSUMES THE RISKS OF PERSONAL INJURY, ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES AND/OR LIGAMENTS; FRACTURED OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS AND/OR CONTUSIONS; DEHYDRATION, DROWNING, OXYGEN SHORTAGE, AND/OR EXPOSURE; HEAD, NECK, AND/OR SPINAL INJURIES; BITE OR ATTACK BY ANIMAL, INSECT OR MARINA LIFE; ALLERGIC REACTION; SHOCK, PARALYSIS OR DEATH.</b></p> <p>ALL OPERATORS INITIAL HERE _____ ANY PWC PASSENGER(S) SIGN HERE _____</p>			

Ozark Heritage Creations, LLC

**Limitation on Use:** With respect to the operation of the watercraft during the use period, Lessee and Operator herein agrees to comply with the following as well as all other limitations, instructions, and responsibilities listed in the Agreement and Check-Out Procedure List:

1. The Operator of the watercraft is responsible for the safety and welfare of all passengers on the watercraft.
2. Only Lessee and other Authorized Operators are permitted to operate the boat.
3. Do not operate under the influence of alcohol or drugs.
4. Observe all safety precautions and applicable state, federal and City Utilities boating laws/regulations.
5. Obey no wake buoys; operate at idle speed while inside marina.
6. Stay at least 200 ft. from all other watercraft, docks, and shoreline while not at no-wake speed.
7. DO NOT BEACH watercraft or pick-up passengers on the shoreline.
8. Do not operate watercraft in less than 5 feet of water.
9. Do not tie up or make contact at any time with another watercraft.
10. Do not carry more than stated as the maximum number of passengers allowed for the watercraft.
11. No refunds for early return or due to weather.

ALL OPERATORS INITIAL HERE \_\_\_\_\_

By signing this agreement, the Undersigned certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that lessee or other operators is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs, or any other impairment. With this signature Lessee authorizes Fellows Lake Marina to bill Lessee's credit card for damages or additional service fee resulting from this rental.

We have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties.

COPY OF CONTRACT AVAILABLE UPON REQUEST OF LESSEE

The parties have signed on the date shown under the Rental Information section on Page One of this agreement.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Authorized Operator

\_\_\_\_\_  
Authorized Operator

\_\_\_\_\_

## Ozark Heritage Creations, LLC

**Terms:** In consideration of the covenants herein provided, FLM agrees to rent to Lessee the described watercraft for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to FLM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

**Security Deposits:** Lessee will deposit with FLM a security deposit in the amount determined by FLM. Lessee agrees that this deposit shall be for the use of FLM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by FLM shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit will be increased for the repair of any damages or loss of equipment not covered by a watercraft damage waiver, and such charges for consumable items as may have been used and not paid during the term of use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit FLM shall return to the Lessee within 60 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss not covered by the watercraft damage waiver.

**Condition of Watercraft upon Rental:** FLM hereby rents this watercraft in good operable condition, and in proper working order with full equipment, inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time, FLM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft, the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in the agreements. The Lessee hereby agrees to pay all charges incidental to the use of the watercraft during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received from FLM. The Lessee agrees to surrender the watercraft at the expiration of the Lessee's period of use or earlier in as good as condition and in as clean a condition as when delivery was taken. A late charge equal to \$25 every half hour or portion thereof will be assessed for any watercraft returning after the said and agreed upon time specified on the watercraft check in/out sheet, which is part of this agreement.

**ASSIGNMENT:** Lessee shall not assign or sublet the watercraft without the prior written consent of FLM.

**LIMITATION OF WARRANTY:** FLM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

**Operation:** Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS ARE AT LEAST 18 YEARS OF AGE and that Lessee and authorized operator fully understand the responsibilities of operating the watercraft rented or provided. Lessee and authorized operator further certifies, represents and warrants that Lessee and authorized operator will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee and authorized operator further warrants that at all times while operating the watercraft, Lessee and other authorized operator will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

**Accident, Breakdowns, Upset and Indemnity:** In case of an accident, the Lessee shall notify FLM immediately. Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger of injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by FLM or any governmental agency or department. No repairs may be performed to the watercraft without the permission of FLM. FLM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the watercraft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of the Lessee, FLM shall make a pro-rata return of rental fees to the Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds FLM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

**Service and Damage Fee Policy:** 1) Watercraft damage (includes hull damage) and loss of equipment fee is as follows: Charges include labor of \$65 per hour plus cost of materials. 2) Propeller damage fee is \$75 - \$150 (unrepairable). 3) Clean up fees up to \$75 can be enforced if the watercraft is not returned in the same condition (clean).

**Hold Harmless:** Lessee and Operator agree to indemnify and Hold FLM harmless of, from, and against any and all loss, costs, damages, attorney fees, and/or liability in connection with the enforcing of the foregoing agreement by FLM including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by FLM to recover possession of said rented property and/or to enforce any of the terms, conditions, and/or provision hereof. It is understood and agreed that Venue of any action hereunder shall be in Greene County, Missouri. Lessee further agrees to indemnify and hold harmless FLM 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 renter watercraft.