

West Branch Marina Rental Agreement

Rental Ticket Number _____ Date _____ Clerk _____

1. We always recommend very strongly that all passengers wear life jackets. Children (10) and under are required by law to always wear a life jacket. Hand powered vessels are also required to always wear life jackets. All rentals include required safety equipment. Initials _____
2. No barbeque grill of any kind are permitted on our rentals. Initials _____
3. You will be liable for any injuries or damage caused in the event you overload. Initials _____
4. All boats and equipment must be returned by: 7:30 or you will be assessed a late fee of \$50.00 and normal hourly rate will continue be charged up to time of return. If the rental is a Day Rate, the hourly charge will be above and beyond the day rate charge. Initials _____
5. I understand that if any boat, motor, and/or equipment is lost or damaged, I am responsible to pay the full replacement cost. If an estimate is required, the marina is authorized to hold a deposit until estimate can be required. Initials _____
6. There will an additional \$30.00 cleaning fee assessed if boat returns dirty or there is a pet aboard. Initials _____
7. You will be solely liable in any event if you are stopped by Lake Patrol Officer for speeding in the no wake zone or in any other designated area. It is the renter's responsibility to understand all areas of the lake and comply. No Wake means that there is no wave in the water produced by the boat. Initials _____
8. The cost of gas and tax is additional on all rentals. Initials _____
9. Absolutely now bow riding is permitted. You must always stay inside the boat railings when boat is moving Initials _____
10. I will look at the condition of the prop before I leave dock and again when I return to dock. I am responsible for any repair or replacement of a boat propeller that is damaged during my rental of any boat. I understand that I may purchase propeller damage insurance at eh cost of \$15.00 for each motorized boat rented. If I do not purchase the propeller insurance, and if a propeller is damaged during rental of any motorized boat, I agree to pay \$250.00 dollars. Initials _____

I will purchase propeller insurance and pay for the above fee. I decline propeller insurance and will pay required chare for damage.

11. No one under 18 may operate a powered rental boat. Initials _____

Read and initial additional lines for waverunner rentals only.

12. It is required by law to always wear a life jacket and safety lanyard on the water with a waverunner. Initials _____
13. I will stay 300 feet from other boats, shores, and recreational riders. Waves are not permitted in coves or shallow water. Initial _____
14. Absolutely now wake jumping, boat to wave, or wave to wave splashing. Rental will be terminated without refund. Initial _____
- 15 No more than two (2) people at a time and must be under required weight limit. No pulling of tubes or equipment. Initial _____
16. West Branch/Lake Milton marina will follow state law on age requirement for operators. Must be at least 18 years old to rent. Initial _____
17. All operators must be cleared, approved and have proper documentation completed by marina. Initial _____
18. Riders must switch at marina dock or if switching on the lake the rider must swim with proper PFD from proper distance so boat and wave to not come into contact. If damage from contact, renter is solely responsible. Absolutely no waves permitted on shore including beach. If seen or reported on shore or beach rental will be terminated immediately with no refund and a \$300.00 flush out fee will be accessed. Initial _____

19. I understand the use and operation of any boat/wave/equipment might be potentially dangerous and hazardous to me, others in my party or other persons at West Branch/Lake Milton Lakes. In consideration for this rental, I agree to defend, indemnity and hold harmless the West Branch Marina LLC, State of Ohio from and against any and all claims, demands, suits, settlements and judgements asking directly or indirectly out of the operation or use of watercraft and equipment which is subject of this rental:Initial _____

Acknowledgement of Reading and Signing Rental Agreement

I, _____ have read and hereby agree to the terms and conditions of the Rental Agreement set forth above.

Signature _____ Date/Initials _____

West Branch & Lake Milton Release and Indemnity Agreement

In exchange for renting one of the following watercraft(s): _____, I agree and acknowledge as follows:

Assumption of risk: To assume the risks incidental to such use, which risks may include, among other things, changing water and weather conditions, collisions with natural and manmade objects, wetness, muscle injuries, heat and stress related issues, cuts, lacerations, broken bones and death. I acknowledge that my use is entirely voluntary.

Release and Indemnity: On my own behalf my heirs, executors, personal representatives, administrators and assigns, to (1) release and discharge the Released Parties, named below, of and from all liabilities, claims, actions, damages, costs of expenses of any nature whatsoever ("claims") arising out of or in any way connected with such boat or equipment rental: and (2) Indemnity and hold each of the Related Parties harmless against any and all Claims made or incurred in third parties in connection with such boat or equipment rental. My Indemnification obligations shall include, without limitation, all attorney fees and costs incurred by any of the Released parties through and including any appeals, I expressly agree that this release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction of any of the Released Parties, and covers bodily injury (including death) and property damage, whether suffered by me before, during and after such rental.

Released Parties: The Released Parties are: West Branch Marina LLC, State of Ohio, Concessionaires and their respective parent, subsidiary and others affiliated or related companies, and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

Authorization for Medical Treatment: I hereby authorize treatment for myself, at my cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision or failure to provide medical treatment.

Right of Publicity: In connection with my participation, I further grant the Released Parties the right to photograph, film, and/or videotape me and further display, edit, use and/or otherwise exploit my name, face, likeness, voice, appearance, in all media, whether now know or hereafter devised, (including without limitation, in computer, or other applications, online webcasts, television, newspapers, and magazines) and in all promotional purposes, including without limitation, publication of events/activities, without compensation, residual obligations, reservation or limitation. Or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any right herein.

I certify I am 18 years of age or older,

Signature _____ Print _____

Date/Initial _____

Rental Agreement Attachment

This attachment must be signed by all individuals born on or after January 1, 1982 prior to operating or supervising youth operators of a rental powercraft more than 10 horsepower.

Operators that already meet the education requirement prior to today's date: The below named individual(s) certify that they have successfully completed either a boating education course approved by MASBLA (National Association of State Boating Law Administrators) or have successfully completed an Ohio Division of Watercraft proficiency examination.

Name (Printed)	Signature	Date of Birth	ID#
_____	_____	_____	_____
_____	_____	_____	_____

Operators that have passed the abbreviated rental exam on today's date: The below named individual(s) certify that they have completed a Division of Watercraft Abbreviated Rental Examination with a score of 90% or better.

Name (Printed)	Signature	Date of Birth	ID#
_____	_____	_____	_____
_____	_____	_____	_____

Persons acting as supervising adults for child operators: The below named individual(s) certify they will provide audible and visual supervision for any child operators aboard the rental powercraft. The below named individual(s), if born on or after January 1, 1982, certify that they have successfully completed either a boating education course by National Association of State Boating Law Administrators or have successfully completed an Ohio Division of Watercraft approved proficiency examination with a score of 90% or better.

Name (Printed) _____ Signature _____ Date of Birth _____ ID# _____