

**EAGLE MOUNTAIN WATERSPORTS RENTAL AGREEMENT**  
**A division of Big D Boat Club, LLC**

**LESSEE NAME** \_\_\_\_\_ **BOAT# & TYPE** \_\_\_\_\_

**BOAT# & TYPE** \_\_\_\_\_

**TERMS** In consideration of the covenant provided, Big D Boat Club, LLC (DBA: Eagle Mountain Watersports Rental) (EMWR) agrees to rent the described boat attached hereto and made part herein indicated. Lessee accepts FULL and complete delivery of the boat and shall be responsible for the operation and charges incidental to the use of the boat during the use period including all items and equipment outlined on the Boat Check Out/In addendum which is attached hereto and made a part hereof. Lessee further represents that all answers to Lessee Questionnaire, attached hereto and make parts hereof are all true and correct.

**SECURITY DEPOSITS** Lessee will deposit with EMWR a security deposit in the amount stated which is in addition to the reservation deposit. Lessee agrees that this deposit shall be a security deposit for the use thereof by EMWR's option, this security deposit maybe applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by EMWR 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 insurance, 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 is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by EMWR shall be returned to Lessee within 30 days of the termination of this contract. Lessee shall be responsible in excess of the security deposit for damages or loss above and beyond the security deposit.

**CONDITION OF BOAT UPON DELIVERY** EMWR hereby delivers this boat 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 service. Lessee certifies Lessee will examine the boat before departure and agrees that the boat 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, EMWR reserves the right to rent the boat to someone else. Upon delivery of the boat to Lessee, and during the entire use period, Lessee shall be responsible for the operation, control and possession of the boat, as well as all expenses associated therein, except as may be noted otherwise in this agreement.

**OPERATION** Lessee certifies that **LESSEE AND ALL OTHER AUTHORIZED OPERATORS ARE AT LEAST 21 YEARS OF AGE** and that Lessee fully understands and is experienced in the navigation of the class of boat hereby rented and is experienced in the use of equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the boat in a reasonable and prudent manner, having due regard for other boats, wakes, and all other circumstances so as not to endanger the life, limb or property of any other person. Lessee further warrants that all times while operating the boat, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as marked and posted operating restrictions regarding wakes, speed, area access and hazards, and all applicable laws and regulations.

**RUNNING EXPENSE** Lessee agrees to pay all fees, charges and expenses attendant and incidental to the use and operation of the boat during the use period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fee, charges or expenses in the name of EMWR.

**ACCIDENT, BREAKDOWN AND UPSET** In case of accident, the Lessee shall notify EMWR immediately. Lessee understands and agrees that in the event of a collision, accident or other casualty Lessee shall so far as Lessee can without serious danger to the boat and its passengers, render to other persons affected by collision, accident or other casualty, such assistance that may be practicable and as may be necessary to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by EMWR or any governmental, regulatory or law enforcement agency or department. No repairs may be preformed to the boat. EMWR agrees that should the boat after delivery, sustain breakdowns of machinery or become disabled or damaged by fire, collision or other cause so as to prevent the use of the boat by the Lessee for a period of more than 10 percent of the agreed use period, the same not being brought about by any act or default by Lessee, EMWR shall make a pro-rated return of rental fees to Lessee. The entire amount or the security deposit shall be forfeited if the boat is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment.

**INVENTORY AND REDELIVERY** Inventory of equipment and supplies shall be furnished by EMWR to Lessee at the time of delivery, and the Lessee agrees and acknowledges by acceptance of delivery that such inventory is correct and that Lessee has inspected the boat, equipment and supplies and has found no defects except those noted in writing at the time of acceptance of delivery. Lessee shall be responsible for payment of damaged or missing items. The Lessee hereby agrees to pay all charges incidental to the use of the boat during the use period. The Lessee shall keep the boat in good running condition and in substantially the same condition as when received from EMWR. The Lessee agrees to surrender the boat at the expiration of Lessee's period of use or earlier in as good condition and in as clean condition as when the delivery was taken. The Lessee is responsible for allowing sufficient time for unforeseen contingencies to permit Lessee to return at the stated time. But should the Lessee not make delivery of the boat at the time and place stipulated, for whatever cause, Lessee shall pay at late charge of \$25.00 for every 15 minutes that the Lessee goes past the stated time. No refunds for early return, whether it is for personal reasons, weather related or any other cause.

**ASSIGNMENT** Lessee shall not assign or sublet the vessel without the prior written consent of EMWR.

**LIMITATION ON USE** With respect to the operation of the boat during the use period, Lessee herein agrees, warrants and represents the following:

- a. \_\_\_ The operation of the boat shall be restricted to daylight hours. Unless authorized by EMWR.
- b. \_\_\_ The boat shall be used exclusively as a pleasure boat for the enjoyment of the Lessee, Lessee's family and guests.
- c. \_\_\_ That no weapons or drugs shall be carried on the boat at any time.
- d. \_\_\_ That only the Lessee and other authorized operators are permitted to operate the boat.
- e. \_\_\_ That no dogs or other pets shall be taken aboard the boat without advance permission of EMWR.
- f. \_\_\_ Lessee agrees not to permit any person to operate the boat who is unqualified, under the age of 21, physically impaired or under the influence of alcoholic beverages or controlled substances as defined by Texas law.
- g. \_\_\_ The Lessee shall not tow a person on water skis, inner tubes, wakeboards or kneeboards behind the pontoon boats. The runabout is allowed to be used for the purpose of the towing the above mentioned items.
- h. \_\_\_ The Lessee shall not operate the boat or manipulate any water ski or similar towable device in disregard for the safety to persons or damage to any property.
- i. \_\_\_ The Lessee shall not moor or fasten the boat to a lawfully placed navigation buoy except in the case of emergency.
- j. \_\_\_ EMWR and their insurance underwriter accept no responsibility or liability for accidents, injuries or deaths due to or arising from swimming, use of snorkels, masks or other equipment whether or not it is provided by EMWR.
- k. \_\_\_ **Children 12 years of age or younger MUST at all times wear a United States Coast Guard approved life jacket.**
- l. \_\_\_ That said boat shall not be used for towing or pushing any boat or objects whatsoever. There shall be no diving from the boat.
- m. \_\_\_ Lessee agrees not to carry more passengers that stated as the maximum number of passenger allowed by manufacturer. All passengers must remain seated while the boat is underway. No passenger can ride outside the railing nor on the bow of the boat.
- n. \_\_\_ Lessee will comply with all operating, fire and safety regulations on board the boat.
- o. \_\_\_ **LESSEE ACKNOWLEDGES THAT THE OPERATOR OF THE BOAT IS RESPONSIBLE FOR THE SAFETY AND WELFARE OF ALL PASSENGERS.**
- p. \_\_\_ **GLASS BOTTLES ARE NOT ALLOWED ON THE RENTAL BOATS & WILL BE HELD BY THE MARINA PRIOR TO BOARDING THE BOAT.**

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

## **WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT**

By signing this agreement, I acknowledge, agree and represent that I am familiar with the safe operation of the rented watercraft rented (which can include a jet ski, motor boat or sail boat) (hereinafter referred to as the "Watercraft") and know all the Rules of the Road and all rules and practices applicable to the safe operation of the Watercraft.

I acknowledge and agree that a link to the ABC's of Boating and several other safe boating websites (or other applicable state or federal boating safety guide) has been provided to me and I have had the opportunity to read and ask Company questions about the information contained in these pamphlets and online links.

**Please check out these sites for helpful safe boating tips.**

[www.americasboatingcourse.com/](http://www.americasboatingcourse.com/), [www.boatingbasicsonline.com/](http://www.boatingbasicsonline.com/),  
[www.boat-ed.com/](http://www.boat-ed.com/), [www.uscgboating.com](http://www.uscgboating.com)

### **ONLY INITIAL IF YOU ARE TAKING ANY OF THE ITEMS BELOW**

I also acknowledge and agree that if I have also rented a water skis, wakeboards, knee boards, scurfs, inner tubes or any other water play device ("hereinafter referred to as "Water Devices"), I have received a copy of the rules for said Water Device and I have had the opportunity to read and ask Company questions about the information contained in this pamphlet.

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

I agree to comply with all federal, state and municipal laws and regulations applicable to the use of the watercraft subject to this agreement. If I operate the Watercraft, I will operate said Watercraft in a careful and prudent manner. I understand that the only person authorized to operate the Watercraft provided is a person who has signed this agreement; is over eighteen years of age and is competent to operate such a watercraft.

If I operate the Watercraft, I understand that I am not allowed to have anyone else who has not signed this agreement operate the Watercraft. I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity of riding any watercraft, and will also require all others aboard to wear a life jacket.

I understand that Company does not provide insurance to cover the risks of proper damage, personal injury and death that could occur while I am in, on or around the Watercraft or Company's facilities or premises, or using the water devices rented for use with the Watercraft. I understand and acknowledge that if I do not have insurance to cover such risks, it is my duty to inquire whether such insurance coverage is available and if I desire such coverage, obtain such coverage, before I agree to board the Watercraft. I agree that any insurer who may provide coverage for me or others on the Watercraft has no right of subrogation against Company.

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

If I am going to operate the Watercraft, I agree that operating Watercraft under the influence of drugs and alcohol will result in forfeiture of the damage security deposit and confiscation of the Watercraft and cancellation of this rental agreement. Intoxication will not be tolerated on the Watercraft or on or around Company's premises. If I am going to operate the Watercraft, I agree that if I am arrested for driving under the influence of intoxicants, or allow anyone else who has not signed this agreement to operate the watercraft while under the influence, all security deposits will be forfeited, plus any and all additional charges that may arise from said arrest or intoxication. **DO NOT DRINK AND DRIVE! THE SHERIFF WILL TICKET AND ARREST YOU IF THE OPERATOR IS DRINKING ALCOHOL.**

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I agree to assume responsibility, even those risks arising out of negligence by 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 any other passenger on the Watercraft and even if caused, in whole or in part by the negligence or other fault of the Company, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively the "Releases").

I agree to the foregoing because I understand that watercraft, water devices, marinas and areas in and around watercraft and marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage, injury and even death to both property and persons. Such hazards include but are not limited to:

- a. Weather conditions that may change quickly, including but not limited to wind, rain, snow, lightning and excessive heat and sun;
- b. Water conditions that may change quickly, including waves, currents, boat wakes, tides, whirlpools and cold water temperatures;
- c. Exposure or overexposure to cold (Hypothermia) or heat;
- d. Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, either on land or on water, including but not limited to areas in and around Company's premises or staging areas;
- e. Damage, injury or death as a result of traversing in or around Company's premises or staging areas, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks;
- f. Injury or death as a result of ingesting fresh water or contaminated fresh water, drink or food;
- g. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, suffering a propeller strike from a motorized, or while launching and landing on shore whether on land or dock, or as a result of collision with natural or manmade debris;
- h. Muscular or skeletal injury, strain or damage due to physical exertion, especially, but not limited, to my head, wrists, arms, shoulders, legs and back;
- i. Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- j. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience or expertise;
- k. Injury or death as a result of being entrapped in a Vessel or falling out of a Vessel;
- l. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel;
- m. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- n. Failing to properly wear a personal flotation device;
- o. Failing to understand basic or other instructions provided by Company, its agents, guides or employees;
- p. Vehicular or pedestrian accident while being transported to or walking to or from Company's premises or staging areas, including transportation to and from the Vessel or to and from the Company's facilities or premises ;
- q. Inadequate repair or maintenance of Company facilities and equipment; and
- r. Error, inattention or negligence on the part of Company, its officers, agents, guides and employees, including inadequate instruction or assistance.

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

By signing this document I acknowledge that if anyone is hurt or property is damaged while I am using the Vessel, or during my presence on or use of the Vessel or Company's equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against Company on the basis of any claim, including subrogation, from which I have released it herein, including claims that the Company was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read and fully understood it and I agree to be bound by its terms.

I therefore agree, on behalf of myself, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify Company its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively the "Company"), from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on or use of the watercraft, Company's vessels, equipment and/or premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage resulting in solely or partially from the negligence or other fault of the Company.

Renter's Initials \_\_\_\_\_ Renter's Initials \_\_\_\_\_

**I also hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA") or a different arbitration organization if Renter so chooses) then in effect in Collin/Denton (county), Texas (state), the United States.**

**The parties also hereby waive their right to discovery (except as allowed under AAA Rules or the other arbitration organization's rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by any court having jurisdiction.**

**This constitutes the entire agreement and understanding between me and Company. I agree that this agreement is subject to and will be interpreted under the Federal Maritime Law. This agreement supersedes or replaces all previous agreements, discussions or understandings, whether oral or written between me and Company.**

**BY SIGNING THIS CONTRACT I KNOW I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS CONTRACT FAVORS THE COMPANY AND NOT ME.**

**PLEASE DO NOT SIGN THIS LEGAL CONTRACT IF YOU DO NOT WANT TO ABIDE BY IT!!!**

**SIGNATURE** By signing this agreement, the Lessee herein certifies, agrees, and understands the above, and all terms, conditions, and obligations outlined herein, and further certify that Lessee is not now, nor will be at any time during the operation of the boat during the rental period, under the influence of alcoholic beverages or drugs. With this signature Lessee authorizes EMWR 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.

The parties have signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Big D Boat Club, LLC

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Operator

DBA: EAGLE MOUNTAIN WATERSPORTS RENTALS

The undersigned operator has read and understands the terms and conditions of this agreement specifically including the provisions on limitations on Use and the Boat Check Out/In attachment.

\_\_\_\_\_  
Lessee