



_____ (print name) the "Renter" agrees to rent the vessel described below from **Kelowna Boat Charters Inc. (here and after referred to as "KBC")** for rate and time set forth herein.

- 1. The Renter acknowledges that the vessels are property "KBC" and was received by the Renter in good mechanical condition. The Renter will return the vessel to "KBC" together with all life preservers, fire extinguishers, tools, and accessories as when received.
2. The operation or use of the vessel is prohibited and Renter agrees that the vessel shall not be used or operated:
a. In violation of any provisions of the law;
b. For the purpose of propelling or towing any other vessel;
c. By any person except Renter and authorized drivers shown on rental form;
d. By any person whose ability to drive is impaired by the use of alcohol or drugs; or
e. By any person who should suspect that further use of the vessel would cause it harm.
3. Renter shall be fully liable for all damages to the vessel. If the vessel is unavailable for rental due to damage or loss which is in whole or part the responsibility of the Renter, the damage or loss to 'KBC'. shall include the cost of repairs and liquidated damages payable to "KBC", in an amount equal to the regular daily rental rate for the vessel for each day that the vessel is unavailable for rental.
4. Renter agrees that all damages to the vessel will be charged at a rate of \$120.00 per hour for labor plus parts and tax. Renter also agrees that any vessel that is returned excessively dirty (e.g.: food, vomit, sunflower seeds, or other items in bilge etc.) they will be charged a minimum of \$50 per/hour for cleaning of the vessel.
5. Renter authorizes "KBC" to process on credit card voucher, for the credit card shown on this contract for the charges payable to "KBC" under this agreement. The Renter agrees that all rentals shall be undertaken at the sole risk of the renter., and the "KBC" shall not be liable to the renter in contract or other wise and that any damages claims, actions or causes of actions what so ever arising out of the use of vessels is solely the responsibility of Renter. The Renter hereby expressly releases and discharges "KBC", from all such actions, claims, demands, injuries, damages or causes of action arising in contract negligence, in tort, or in consequence of any act of negligence on the part of said "KBC" its agent's servants or employees.
6. Renter agrees that any damage over the deposit of \$2500 will be added to the Renter's credit card.

Renter Name: _____ Age: _____ Date: _____

Address: _____ City _____ Province _____

Phone # _____ Cell: _____ E-Mail _____

Time Out: _____ Time In: _____ Boat Rented: _____

Extra rentals available:

Ropes: _____ Skis _____ Wakeboards _____ Tubes _____

Surf boards _____ Wake skate : _____

Signature: _____ X

GAS & TAXES ARE AN ADDITIONAL CHARGE

Pre-paid rental hours: _____

Additional rental Hours: _____ Additional cost for added hours _____

Total of Rental Rate: _____

Gas Fill: _____ Time: _____ Liters: _____ Total Fuel cost: _____

Extra Rental Items: _____

Total Balance Owing: _____



WAIVER OF LIABILITY & RELEASE OF CLAIMS PLEASE READ CAREFULLY-WARNING

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN RIGHTS INCLUDING ALL RIGHTS TO SUE

The operators of KBC, its servants, agents, employees, and volunteers (hereinafter referred to as "the release")

No vessel shall operate in less than 4 feet of water (do not drive to shore). Nobody under 16 years of age shall operate the vessel. There must be a spotter at all times if towing someone or something.

All renters are responsible for damages caused during bad weather.

I understand that the operation and use of motorized water vessels and participation in water sports including but not limited to wake surfing, wakeboarding, and tubing have certain usual dangers and risks inherent in their use and operation.

Without in any way limiting my understanding of the usual dangers and risks inherent in the operation of such machines or participation in water sports, I acknowledge certain specific dangers and risks including the following:

1. The risk of death from drowning or personal injury from collision with or collision caused by boats or water vessels and other manmade or natural objects above, in, on or under the water;
2. The risk of death or personal injury from malfunction, break down or mechanical failure of the vessels being operated, or from falling from or being thrown from or any in any way being separated from the machine being operated or device used in the water sport; and
3. The risk of death or personal injury from any physical or medical problem whatsoever caused due to participating in the use or being in the area where devices such as these are being operated or water sports are being carried on.

- I agree that my participation in use of these water machines and/or participation in water sports is voluntary and is being done with full knowledge of all the risks involved and I do not rely on any oral or written statements made by the Releasees or anyone else associated with the operation of the business whether in brochures, advertisements or otherwise or in individual conversations that led me to become involved in the use of these machines or any other basis other than my understanding and assumption of the risks involved.
- I freely accept and fully assume all risks dangers, and hazards and the possibility of death, personal injury, economic loss property damage loss of *employment*, and future loss of income resulting from my participation in use of these vessels and/or participation in water sports.
- In consideration of the Releasees accepting my application to participate in the use of any boats, Sea-doo's or other vessels, and/or participation in water sports (including but not limited to wake surfing, wake boarding, tubing, etc.) and upon payment of the rental fee, I hereby agree:

1. TO WAIVE ANY AND ALL CLAIMS that I may have against the Releasees;
2. TO RELEASE THE LEASEES from any and all liability for any loss, damage, injury, expense, property damage, loss of employment, economic loss, and future loss of income that I may suffer or that my next of kin may suffer as a result of my use of any boats, Sea-doo's or other vessels or participation in any water sports due to any cause whatsoever INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury, injury to any third party resulting from my use of any boats sea-doo's or other vessel or participation in any water sports
4. That this Release of Liability shall be EFFECTIVE AND BINDING UPON my heirs, next of kin, executors, administrators, and assigns in the event of my death or personal injury.

**I am of legal age and I have read and understand this waiver of liability and releases of claim before signing it.
 I am aware that by signing this waiver of liability and release of claims and agreement to rent I am waiving certain
 Legal rights including the rights to sue which I may now have or I acquire in the future or
 Which my heirs, next of kin, Executors, administrators, assigns may have against the leasees.**

SIGNATURE: _____ DATE: _____