

***READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE OKANAGAN LAKE BOAT RENTALS FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY OKANAGAN LAKE BOAT RENTALS AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.***

***Release and Waiver of Claims***

*For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remiss, release, and  forever discharge Okanagan Lake Boat Rentals, Okanagan Lake Boat Rentals’ agents, servants, successors, heirs, executors,  administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts,  dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which the Renter ever had, now has, or  which the Renter’s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of  any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Powered Motor Craft;  or in any way arising out of the rental relationship between the Renter and Okanagan Lake Boat Rentals.*

***Indemnification***

*For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the renter hereby expressly agrees to indemnify and hold harmless Okanagan Lake Boat Rentals, Okanagan Lake Boat Rentals’ agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of the Renter’s use, misuse or abuse of the Powered Motor Craft.*

***Terms and Conditions***

*1. Assumption of Risk: Renter acknowledges that the activities for which the boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Powered Motor Craft*

*2. Acceptable Use: Renter acknowledges that he/she will be the sole operator of the Powered Motor Craft, and will use the Powered Motor Craft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Okanagan Lake Boat Rentals, and any applicable laws or regulations. Renter shall be responsible at all times for the safety of any and all passengers in the Powered Motor Craft.*

*3. Prohibited Activities: Renter shall not violate any of the following rules or regulations during his/her operation of the boat: a. There is no smoking while on the Powered Motor Craft.*

*b. There are no alcoholic beverages permitted on the Powered Motor Craft Okanagan Lake Boat Rentals reserves the right to inspect' any coolers, bags or other containers belonging to the Renter or any of Renter’s*

*passengers.*

*c. There are no pets permitted on the Powered Motor Craft.*

*4. Children: Any children under the age of 12 on the Powered Motor Craft must wear a life jacket at all times. 5. Unsafe Use: If at any time Okanagan Lake Boat Rentals determines that Renter has engaged in an unsafe or hazardous use of the Powered Motor Craft, Okanagan Lake Boat Rentals may board the Powered Motor Craft, or otherwise notify the Renter that they are immediately terminating the rental. Upon termination, Renter must return the Powered Motor Craft to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Okanagan Lake Boat Rentals shall determine, in its sole discretion, whether any behaviour or activity is "unsafe or hazardous.”*

*6. Condition of the Boat upon Return: Renter shall return the Powered Motor Craft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, except for ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat during the rental period. Okanagan Lake Boat Rentals shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Powered Motor Craft exceed the amount of the security deposit, Renter shall be billed by Okanagan Lake Boat Rentals for the amount of damages caused by Renter during the rental period, including reasonable attorney's fees.*

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Name: **@full\_name** Signature: **@signature**

RENTAL BOAT SAFETY CHECKLIST - OKANAGAN LAKE BOAT RENTALS COPY

Individuals renting a pleasure craft fitted with a motor are required to complete a Rental Boat Safety Checklist.

Those required to complete a rental boat safety check list, must carry on board the co-signed section of the Rental Boat Safety Check List as proof of competency for the duration of the rental.

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| PLEASE INITIAL EACH BOX ON THE FORM AS THE SUBJECT IS COVERED BY THE RENTAL OPERATOR/OUTFITTER. |  |
| I, the pleasure craft operator, confirm that there are the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets in the boat for the number of people on board. They must fit and should be worn. I am aware that persons operating a pleasure craft without the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets may be subject to ticketing and a fine. | **@initials** |
| I, the pleasure craft operator, am aware that it is illegal to operate a pleasure craft, or to permit others to do so, when under the influence of alcohol, narcotics or barbiturates. | **@initials** |
| I, the pleasure craft operator, will only allow people who have completed and signed a Rental Boat Safety Check List, valid for the duration of this rental or have other proof of competency, to operate this pleasure craft. I am aware that persons operating a pleasure craft without proof of competency/age, may be subject to ticketing and a fine. | **@initials** |
| I, the pleasure craft operator, have been shown how to use, and know the location of safety equipment required under the Small Vessel Regulations. I am aware that persons operating a pleasure craft without the required safety equipment may be subject to ticketing and a fine. | **@initials** |
| I, the pleasure craft operator, understand that pleasure craft fitted with motors must keep clear of non-powered pleasure craft. I also understand that I am responsible for my own wake and wash and the effects that it can have on other pleasure craft, property, wildlife and the environment. | **@initials** |
| I, the pleasure craft operator, when involved in an accident must stop, offer assistance and give my identity. | **@initials** |
| I, the pleasure craft operator, am aware of how to responsibly operate a pleasure craft and to share waterways in a courteous and respectful manner with others involved in all water-related activities. | **@initials** |
| I, the pleasure craft operator, confirm that the maximum load capacity and number of persons in the pleasure craft will not exceed the amount stated on the Canadian Coast Guard capacity plate. If a capacity plate is not fitted, the load capacity and number of persons in the pleasure craft shall not exceed the manufacturer's recommendation. I am aware of the proper way to distribute weight in the pleasure craft for a safe and comfortable ride and I will keep my passengers in the safest positions at all times - always seated while underway. | **@initials** |
| I, the pleasure craft operator, have been shown the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the pleasure craft before starting and while running the motor. | **@initials** |
| I, the pleasure craft operator, have been shown and understand the operation of the throttle and gear-shift lever. | **@initials** |
| I, the pleasure craft operator, know where and how to operate the ignition cut-off (kill) switch. | **@initials** |
| I, the pleasure craft operator, am aware of how to depart and approach the dock in a safe and proper manner. | **@initials** |
| I, the pleasure craft operator, am aware of how to respond to grounding, capsizing, and re-boarding. | **@initials** |
| I, the pleasure craft operator, am aware of the local navigational aids and their meaning, as well as local hazards and local regulations. | **@initials** |
| I, the pleasure craft operator, shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions - changes in weather can occur quickly creating conditions dangerous to recreational boats. | **@initials** |
| I, the pleasure craft operator, am aware that when towing any object (e.g. Towing another boat in an emergency situation, tubes, kneeboards, or any other water toys) that I must have at least one other person over the age of 19 to act as a “spotter”. The spotter shall at all times inform the operator of any potential safety issues that may arise. | **@initials** |
| The Renter agrees to have a cell phone on the pleasure craft in case of emergency. | **@initials** |

Name: **@full\_name**    Signature: **@signature**  Order Date: **@order\_date**  Sign Date: **@sign\_date**

**Okanagan Lake Boat Rentals Policies**

1. The Renter must be at least 21 years of age and hold a valid driver’s license.

2. Drugs and alcohol are strictly prohibited while operating the watercraft.

3. A damage deposit of $1,000 or $2,000 is taken on the Renters credit card as a pre-authorization payment at the time of the rental. This is required on all rentals. The Renter is responsible for any damage that occurs to the boat, equipment and all provided contents.  All boats will be checked for damages before and after the rental with you present. Charges will be administered when a final damage quote is known. The damage deposit of $1,000 or $2,000 will be returned when the boat is returned undamaged.

4. Although a boaters license is not required, a mandatory Rental Boat Safety Checklist (required by Transport Canada) will need to be completed at time of rental.

5. Any boat that needs to be picked up or rescued, due to fault of your own will be charged a fee of $500.00.

6. Okanagan Lake Boat Rentals reserves the right to cancel the reservation without penalty due to mechanical failure or unsafe boating conditions.

7. Every 15 minutes that pass from the scheduled arrival time will incur a $50.00 non-refundable charge.

8. Fuel is not included in the rental rates;

(*Cook Road Location)* We offer a service in which we will fill the boat up after the rental at the posted station price with a 15% surcharge. Fuel prices on the water are generally 50-70 cents above land prices. *(Okanagan Beach Club Location)*The Renter acknowledges that they will pay the gas at the end of the rental at the Okanagan Beach Club Marina at the posted rate.

9. Damage to the prop in any capacity will result in a charge ranging from $250.00- $500.00 on our runabout boats. The amount in which is charged will be at the discretion of employee based on the severity of the damage. A damaged prop on our Heyday Surf Boat is a minimum charge of $1,500.00.

10. The Renter will be charged a Pet Fee of $25.00

11. An excessive cleaning fee of $250.00 may apply.

**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS**

**Signature: @signature**