

**Lake Country CraigCats, LLC**  
**N53 W34338 Road Q**  
**Okauchee, WI 53069**  
**Phone (262) 367-6217**  
**Fax (262) 560-1052**

Date: \_\_\_\_\_

**Watercraft Rental Agreement and Release Form**

Renter's Name \_\_\_\_\_ Renter's Phone \_\_\_\_\_

Renter's Address \_\_\_\_\_

Renter's Birth Date \_\_\_\_\_ Renter's Email \_\_\_\_\_

Renter's Drivers License # \_\_\_\_\_

Lake Country CraigCats, LLC agrees to rent the following watercraft to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Watercraft Type \_\_\_\_\_ ID# \_\_\_\_\_

Watercraft shall be rented for the time period specified as follows:

Half Day (4hrs)/Full Day (8hrs)/Weekly \_\_\_\_\_ Date(s) \_\_\_\_\_

Time Out \_\_\_\_\_ / \_\_\_\_\_ Time In \_\_\_\_\_ / \_\_\_\_\_

(Scheduled/Actual)

Security Deposit \_\_\_\_\_ Damage Deposit \_\_\_\_\_

Fuel for watercraft shall be billed at market rate plus \$1.00 per gallon. Watercraft will be given to renter with a full tank of fuel you will be billed accordingly for fuel used.

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

Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release and forever discharge Lake Country CraigCats, LLC (hereafter known as "Company"), Company's 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 Renter ever had, now has, or which 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 watercraft; or in any way arising out of the rental relationship between Renter and Company.

### Indemnification

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Lake Country CraigCats, LLC, Company's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of watercraft.

### Use of Watercraft

The intention of Lake Country CraigCats, LLC is to provide an enjoyable means of outdoor recreation. The watercraft may not be used for towing, sub-leasing, racing or any illegal purposes. Each machine must be operated by an adult and in a safe and competent manner. Drivers and passengers of the rented watercraft will be solely responsible for any individual fines and penalties due to violations of the law. Any and all charges related to the impoundment or retrieval of the watercraft will be charged to the Renter, along with any lost rental time.

### Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the watercraft is designed include inherent dangers, including the risk of bodily injury and/or death; if watercraft is not used as intended. Renter assumes and accepts all risks associated with the use of the watercraft.

\_\_\_\_\_ Renter Initials

2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the watercraft, and will use the watercraft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines of Lake Country CraigCats, LLC, and any applicable local, state and federal laws.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of watercraft:

- \* There are **no additional passengers** permitted on the watercraft unless expressly permitted by Company in writing prior to use. [Passenger/Minor Release Form](#)
- \* There is **no smoking** while on watercraft.
- \* There are **no alcoholic beverages** permitted on watercraft. Lake Country CraigCats, LLC reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
- \* There are **no pets** permitted on the watercraft.
- \* There is **no fishing** permitted from the watercraft.

4. Age. Renter is at least 18 years of age. No one under the age of 18 is permitted to operate the watercraft.

5. Unsafe Use. If at any time Lake Country CraigCats, LLC determines that Renter has engaged in an unsafe or hazardous use of the watercraft, Lake Country CraigCats, LLC may immediately terminate the rental. Upon notification of termination, Renter must return the watercraft 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. Lake Country CraigCats, LLC shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

6. Conditions of watercraft upon Return. The Renter shall return the watercraft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the watercraft during the rental period. Lake Country CraigCats, LLC shall retain any portion (or all) of Renter's damage deposit as necessary to cover repairs for such damages. To the extent that damages to the watercraft exceed the amount of the damage deposit, Renter shall be billed by Lake Country CraigCats, LLC for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees: if collection services are needed due to non-payment.

7. Damage Deposit. Should any damages exceed the \$400.00 damage deposit, Lake Country CraigCats, LLC will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the damage and stops when watercraft is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon presentation of bill to Renter. The damage deposit shall not bear interest. **Renter shall be responsible for damages at and beyond the \$400.00 damage deposit.**

8. Late Return. If Renter returns the watercraft to the designated docking area more than 15 minutes after the scheduled "Time In," Renter shall be charged \$40.00 per 15 minute increments.

9. Caution: **This equipment can give a rough ride. Persons with back problems, seizure disorders, or any medical condition relating to same are encouraged not to rent. I acknowledge that I am not using any medication at this time – either prescription or nonprescription; that would impair my ability to operate a watercraft. I further acknowledge that I have been given full and proper instruction in operating the said watercraft in a safe manner.**

10 Checkout Procedure. I confirm that I have reviewed and/or had explained to me to my satisfaction the following items:

1. A description of the activity(ies) to be performed with the watercraft I am renting;
2. Review of safety and use restrictions while underway;
3. Location and use of safety and lifesaving equipment;
4. Warning and procedures for unexpected events, such as equipment malfunction;
5. Proper use of signals;
6. Regulations pertaining to idle speed zones and punishment for careless and/or reckless operation.

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

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date/Time

\_\_\_\_\_  
Print Renter Name

Prices and Terms subject to change without notice.