

## Boat Rental Agreement

Renter's Name \_\_\_\_\_ Rental Dates \_\_\_\_\_  
Email Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Larry and/or Linda Petry and/or Petry Lake House agree to rent one pontoon boat only upon the following agreement, conditions and signed release by the above stated Renter.

I, the Renter, agree and understand that the pontoon boat is to be used and operated solely by myself. I understand that I am participating in a sport with possible risks to myself and up to seven passengers that may be in the said pontoon boat. I agree to return the pontoon in the same condition in which I received it. The inspected pontoon is in great working condition with no damage prior to my rental of it. I ASSUME FULL LIABILITY FOR ANY AND ALL DAMAGE TO THIS BOAT while it is in my custody.

I AM RESPONSIBLE FOR THE SAFETY OF MYSELF AND ALL MY GUESTS (no more than seven) WHILE IN THIS BOAT. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Larry and/or Linda Petry or Petry Lake House from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss of value, damage or injury, that may be sustained by the Renter, or any of the property belonging to the Renter or others, WHETHER caused by the negligence of Petry Lake House, Larry and/or. Linda Petry, or otherwise, as a result of this rental.

The above said Renter also agrees that the pontoon boat shall not be removed from Pickerel Lake, shall not be raced, shall not be operated in any negligent manner, shall not allow any other person to operate the pontoon without permission of said owners, shall not be operated in the dark of night, shall not create excessive wake (waves) along any/all shorelines, shall not use the boat under influence of drugs or alcohol, and shall not have more than seven passengers on the said pontoon boat.

The Renter acknowledges that eight (8) life (jackets) vests have been provided and are stored in the boat. If different size(s) are needed, the Renter is responsible to see that it is done. Everyone on board must wear a properly fitting life jackets (vests). The Renter understands that the pontoon boat is not to leave the dock if this is not accomplished. If toddler and/or infant life jackets (vests), or larger sizes are needed, it is the Renter's sole responsibility to provide those. The eight (8) life (jackets) vests are to be returned to the boat storage clean and dry as well as the pontoon boat itself to be restored to its clean and dry condition by the said Renter. If windy, Renter agrees to put pontoon boat onto the lift to prevent any damage that may occur. Renter returns pontoon boat to lift at the end of his/her rental dates and returns boat key to kitchen island at lake home.

When docking the boat, the said Renter shall not ram the dock or any other object causing scratches or dents to the said boat. The Renter shall tie the pontoon boat to the dock before using it again that day. At night the said Renter shall put the boat on the lift out of the water to protect it against possible bad weather or crashing waves and/or wind and bring the Boat Key back to the Lake House. The said Renter acknowledges that he/she will never leave the Boat Key in the pontoon boat upon leaving it.

I hereby state, that to the best of my knowledge, I AM IN GOOD PHYSICAL AND MENTAL CONDITION, and I have been EXPLAINED BOAT SAFETY PROCEDURES. I voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY and to ALL OTHERS ON THE PONTOON BOAT which may be incurred from or be connected in any manner WITH MY USE, OPERATION OR RENTAL of the said pontoon boat from Larry and/or Linda Petry and/or Petry Lake House. I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS, and DEFEND Larry and/or Linda Petry and/or Petry Lake House from ALL CLAIMS, DEMANDS, CAUSES OR ACTIONS, INCLUDING attorney's fees, expenses and costs, OF THIRD PARTIES(OF WHATEVER KIND, NATURE OR DESCRIPTION), which may arise out of, or in a manner connected with, the use of this pontoon boat.

This RELEASE AND INDEMNIFICATION SHALL BE BINDING upon my heirs, administrators, executives and assigns. Any Action of dispute will be ARBITRATED BY A COURT OF LAW IN ONEIDA COUNTY, WISCONSIN or the closest FEDERAL MARITIME COURT OF LAW. I AGREE TO A RENTAL FEE of \$125 per day including any/all taxes to be collected at that said time under WI state law and a MINIMUM of A THREE (3) DAY RENTAL. A SECURITY DEPOSIT WILL BE AT THE DISCRETION OF LARRY AND/OR LINDA PETRY AND/OR PETRY LAKE HOUSE.

I CERTIFY THAT I AM AN EXPERIENCED BOAT OPERATOR. I certify that I have read this agreement, release, and waiver and that I understand its contents and intentions. I certify that I have a legal driver's license and am at least eighteen (18) years of age. I understand boat safety and will abide by all laws.

I have read and understand the above agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_ + WI sales tax (5.5%) = \$ \_\_\_\_\_  
(Days)