

# Boat Rental Agreement and Release

Friday Harbor Boat Rentals



## 1. THE PARTIES TO THIS AGREEMENT ARE:

**THE OWNER:** Friday Harbor Boat Rentals

Physical Address: Slip 1, Spring Street Landing, Friday Harbor, WA, 98250

**THE RENTER:**

Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

Passenger name(s) and age(s):

- |          |          |          |
|----------|----------|----------|
| 1. _____ | 3. _____ | 5. _____ |
| 2. _____ | 4. _____ | 6. _____ |

## 2. THE OBJECT OF THE RENTAL IS:

2.1 Type of Boat: \_\_\_\_\_

2.8 Rated Passenger/Weight Carrying Capacity:

2.2 Make and Color: \_\_\_\_\_

\_\_\_\_\_

2.3 Model: \_\_\_\_\_

2.9 Odometer/Hours Reading at beginning of Rental Period:

2.4 Year: \_\_\_\_\_

\_\_\_\_\_

2.5 Registration Number: \_\_\_\_\_

2.10 Description of Lifesaving and Safety Equipment:

2.6 Make and Type of Motor: \_\_\_\_\_

\_\_\_\_\_

2.7 Motor Identification Number: \_\_\_\_\_

\_\_\_\_\_

**3. CONDITION OF BOAT, MOTOR AND EQUIPMENT**

3.1 The Owner/Friday Harbor Boat Rentals states that to the best of his knowledge and belief that above-described boat (and motor) is in sound and safe condition and free of any known defects or faults that would affect its safe and reliable operation under normal use.

3.2 Renter takes said vessel as is and where is and Owner/Friday Harbor Boat Rentals makes no warranty as to the vessels seaworthiness.

3.3 The Owner/Friday Harbor Boat Rentals further states that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter for this boat rental agreement.

3.4 The Renter admits having inspected the boat and lifesaving and safety equipment on board the boat to his/her satisfaction and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

**4. QUALIFICATIONS:**

4.1 The Renter states that he\she is physically and legally qualified to operate the above-described boat.

4.2 The Renter warrants that he\she is over the age of 23 years and will not consume or use any intoxicating beverages or drugs during the operation of this vessel for the term of this agreement or at any time relevant hereto.

4.3 The Renter warrants that he/she is sufficiently experienced and knowledgeable to operate and navigate the vessel.

4.4 The Renter will abide to all navigating laws of the United States and any laws in the county of San Juan for the duration of this charter.

**5. RENTAL PERIOD:**

The Owner/Friday Harbor Boat Rentals agrees to rent the above-described boat (and motor) to the Renter for the following period:

5.1 Starting Date: \_\_\_\_\_

5.2 Ending Date: \_\_\_\_\_

Time: \_\_\_\_\_(a.m. / p.m.)

Time: \_\_\_\_\_(a.m. / p.m.)

**6. RENTAL RATE:**

6.1 The Renter hereby agrees to pay the Owner/Friday Harbor Boat Rentals at the rate of \_\_\_\_\_ per half day or \_\_\_\_\_ per full day.

AND / OR at the rate of \_\_\_\_\_ per hour for the use of the above-described boat.

6.2 That in the event of the failure of the Renter to return and surrender the vessel to the Owner/Friday Harbor Boat Rentals as hereinafter provided, the Renter shall be charged an additional by the Owner/Friday Harbor Boat Rentals, at the rate of \$100.00 per half hour for each half hour that the Renter is late after the expiration of this contract.

6.3 The Renter will carry out the provisions of this charter and will, until the expiration of this contract, pay all its running expenses, including but not limited to, fuel and moorages and any and all other dues and charges, and will surrender the vessel with all its' gear and tackle at the expiration of this contract to the Owner/Friday Harbor Boat Rentals, or its' agent at Friday Harbor, San Juan Island, Washington in as good as condition as the start and free and clear of any and all indebtedness, liens or charges of any kind or description.

6.4 There shall be no additional Rental Fees for the Lifesaving and Safety Equipment.

### **7. EXCLUSIONS:**

7.1 The Renter agrees that he/she will not operate the vessel outside the navigational limits established by the Owner/Friday Harbor Boat Rentals. The Renter agrees to pay a \$300.00 fine if they are found to have crossed these limits. The said limits are attached as appendix #1 to this agreement.

7.2 The Renter shall not operate the boat (or motor) in a negligent manner such as but not limited to unsafe maneuvers (i.e. jumping wakes, high speed turns or speeding in no wake zones).

7.3 The Renter shall not remove the motor from the boat for any use whatsoever.

7.4 The Renter agrees not to beach the boat and will only use public docks to moor vessel.

7.5 The rented boat shall not be used to carry passengers or property for hire.

7.6 The rented boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in 2.8 above.

7.7 The rented boat shall not be used to push, propel or tow another boat, barge or any other thing without the written permission of the Owner/Friday Harbor Boat Rentals.

7.8 The rented boat (and motor) shall not be used for any race or in any competition.

7.9 The rented boat (and motor) shall not be used for any illegal purpose.

7.10 The rented boat (or motor) shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner/Friday Harbor Boat Rentals.

### **8. DEPOSIT/CANCELLATION POLICY:**

8.1 In order to make a reservation the renter will provide a credit/debit card number. We will simply hold the number without charge. No charges will be applied until you return with the boat.

8.2 The renter will be charged \$50 for cancelling the reservation 72-hours prior. If renter cancels more than 72-hours in advance, no charge will occur.

**9. RETURN OF BOAT, MOTOR AND EQUIPMENT**

9.1 The Renter hereby agrees to return the above-described boat, motor and equipment to the Owner/Friday Harbor Boat Rentals at the physical address listed in 1.1. no later than \_\_\_\_\_

**10. JURISDICTION:**

10.1 The venue of any legal action shall be San Juan County, State of Washington, regardless of where Renter resides.

10.2 The Renter agrees to pay all legal fees of both parties in case of legal action.

THE TERMS AND CONDITIONS ON ALL FIVE PAGES CONTAINS THE ENTIRE UNDERSTANDING BETWEEN RENTOR AND OWNER/FRIDAY HARBOR BOAT RENTALS AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

**I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS (1-10) AS SET FORTH AND AGREE TO WAIVE OUR RIGHTS AGAINST FRIDAY HARBOR BOAT RENTALS VOLUNTARILY.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

OWNER/Friday Harbor Boat Rentals, by: \_\_\_\_\_

RENTER (print name): \_\_\_\_\_ RENTER (signature): \_\_\_\_\_

I.WAIVER AND RELEASE OF LIABILITY AGREEMENT –WASHINGTON DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Friday Harbor Boat Rentals \*(For purposes of this Waiver and Release, the term “Friday Harbor Boat Rentals” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Friday Harbor Boat Rentals). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Friday Harbor Boat Rentals all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the a event that he/she fails to notify Friday Harbor Boat Rentals of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Friday Harbor Boat Rentals

Initial: \_\_\_\_\_

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is nit complete and that unknown or unanticipated risks may result in injury, illness or death.

Initial: \_\_\_\_\_

III. EXPRESS ASSUMPTION OF RISK- The undersign herby agrees that he/she is renting, operating or using the vessel/equipment provided by Friday Harbor Boat Rentals at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all

activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Friday Harbor Boat Rentals

Initial: \_\_\_\_\_

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Friday Harbor Boat Rentals from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Friday Harbor Boat Rentals regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Friday Harbor Boat Rentals shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Friday Harbor Boat Rentals shall not be responsible for such injuries, damages, loss or theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY FRIDAY HARBOR BOAT RENTALS**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Friday Harbor Boat Rentals.

Initial: \_\_\_\_\_

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Friday Harbor Boat Rentals for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Friday Harbor Boat Rentals, even if such damages arise out of the negligence or fault of Friday Harbor Boat Rentals.

Initial: \_\_\_\_\_

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Friday Harbor Boat Rentals with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Friday Harbor Boat Rentals for Friday Harbor Boat Rentals’ negligence.

Initial: \_\_\_\_\_

VII. INDEMINFICATION AGREEMENT – The undersigned agrees to indemnify Friday Harbor Boat Rentals against all damage, expense, costs and charges and against all loss and liability and will hold and save harmless the Friday Harbor Boat Rentals there from by reason of the Renters’ chartering use and/or operation of the vessel. The undersigned further agrees to indemnify the Port of Friday Harbor against all damages, expense, costs and against all loss and liability and will hold and save harmless the Port of Friday Harbor from by reason of the Renter’s chartering, and use and or operation of said vessel and on the Port Property where said vessel is located.

Initial: \_\_\_\_\_

VIII. INCLEMENT WEATHER – Friday Harbor Boat Rentals reserves the right to cancel this Rental Agreement due to inclement or impending inclement weather. Rental fees will be prorated based upon time used.

Initial: \_\_\_\_\_

_____	_____	_____	_____
RENTER	DATE	OPERATOR/PASSENGER	OPERATOR/ PASSENGER
_____	_____	_____	_____
OPERATOR/PASSENGER	OPERATOR/PASSENGER	OPERATOR/PASSENGER	OPERATOR/PASSENGER