

2021 Watercraft Rental Terms and Conditions

- 1. Substitutions** – If your designated rental boat is damaged in a prior rental, or not available for any reason, Sutton Lake Marina reserves the right to substitute a comparable watercraft. If you, the Renter, are not satisfied with the substitution or if no substitution is available, then you may cancel the reservation and receive a full refund of rental fees paid plus receive a 10% discount towards a future rental.
- 2. Report Accidents or Breakdowns Immediately** – You, the Renter, agree to report any accident, malfunction or breakdown to Sutton Lake Marina immediately. Continued use shall be entirely at your risk and you assume all liabilities of injury and damage to all persons and property that may become involved by continued use.
- 3. Equipment Breakdowns** - Preventive maintenance is regularly performed on all Sutton Lake Marina rentals. However, motorized watercraft are mechanical in nature and may on occasion break down. In such case, Rental fees will be prorated based on time used at the rate of \$90/hour. There shall be no additional compensation for lost rental time, inconvenience, or aggravation. If it is determined that the breakdown occurred due to Renter negligence or carelessness (including running down the battery or striking a floating object), then Renter is responsible for the cost of repairs and/or towing of the watercraft.
- 4. Lightening / Heavy Rain** - Watercraft rentals that return early due to threat of lightening, high winds, heavy rain, or boat malfunction will be pro-rated at the rate of \$90/hour of use. No refunds or rate adjustments for early return for any other reasons.
- 5. Damages to Watercraft** - Renter is responsible for all damages to their rental including, but not limited to, grounding and striking objects (floating or underwater). Prior to the rental, Renter is required to provide a damage deposit. The damage deposit may be applied upon any of the following claims asserted by owner or owner's agent upon return of the vessel and equipment: Any damage to the vessel or equipment; failure to return the vessel and equipment in the same condition as it was received; equipment which is lost or not returned; fuel used during the rental; overtime charges based on \$50.00 per ½ hour late. Any such application of the damage deposit shall not be deemed to be liquidated damages and shall be, without prejudice to owner's or owner's agent's right to seek additional damages from Renter, in the event such deposit is insufficient to compensate owner's or owner's agent's loss.
- 6. Identification of Drivers and Size of Rental Party** - Renter agrees that the watercraft may only be operated by Drivers identified to Sutton Lake Marina and certifies that all Drivers in his/her party are experienced and capable in all aspects of the handling and operation of the watercraft. Renter authorizes identified Driver(s) to sign Rental Boat Condition Report and receive instruction on safe boat operation. Renter understands that the watercraft rented has been matched to the number of people in his/her party and agrees not to have a greater number of people on the watercraft than have been reported to Sutton Lake Marina.
- 7. Responsibility for Safe Operation** - Renter agrees not to use, nor permit the use of the rental craft in a careless or negligent manner. Renter agrees to indemnify and hold harmless Sutton Lake Marina's owners and agents from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft.
- 8. Responsible for Personal Property** - Renter further agrees to hold Sutton Lake Marina's owners and agents, harmless should loss or damages occur to any of the Renter's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
- 9. Arbitration.** Should owner or owner's agents and the Renter be unable to reconcile any differences that may arise with respect to this agreement, such dispute shall be referred to three arbiters that are familiar with maritime law. The decision in writing signed by any two arbiters shall be final and binding between the owners and the Renter. Any expense in connection with the arbitration shall be equally divided between owners and Renter.
- 10. U.S. Army Corp of Engineers** – Sutton Lake is owned by the U.S. Army Corp of Engineers. At all times during your lease of a watercraft from Sutton Lake Marina your conduct is subject to regulations of the Corp. of Engineers.
- 11. Alcohol and Drugs** - Pursuant to an edict by the US Army Corp. of Engineers, Sutton Lake is to be alcohol free. Renter agrees not to use, nor permit the use, of the watercraft while under the influence of alcohol and/or narcotics.
- 12. No Wake Zones** - All No Wake Zones are clearly marked. Renter agrees to operate vessel at idle speed in all No Wake Zones.
- 13. Navigable Area** - Rental boats may navigate all of Sutton Lake up to the 2nd Railroad Trestle. Rentals are not permitted past this point.
- 14. Pets** - Pets are prohibited on most rental boats. If you have a pet, make sure that the boat you have reserved is pet-friendly.
- 15. Unsafe Boating Conditions** - Owner reserves the right to cancel rental at any time due to inclement weather. In such case, Rental fees will be prorated based upon time used at the rate of \$90/hour used.
- 16. Operation during Daylight Hours Only** – Renter understands and agrees that vessel(s) will be operated during daylight hours only. The rental(s) will not be operated before sunrise or after sunset.

Should any term or condition of this Watercraft Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

I have read and understand the above stated terms and conditions, and further assume the responsibility to see that my friends, family and invited guests adhere to these terms and conditions.

Renter Signature _____

Date _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

*****READ BEFORE SIGNING*****

WARNING: I/We signify by my (our) signature (s) below that I (we) can read, write, and speak the English language and have read and understand everything in this document. Note: "Marina" signifies the "Sutton Lake Marina at Bee Run LLC", dba Sutton Lake Marina located on Sutton Lake, West Virginia. This Waiver Release extends to the Marina Owners, Lenders, Employees, Agents and Contractors. There are significant elements at risk in any adventure, sport or activity associated with the outdoors, the mooring of vessels at the Marina or on the lake, the use of Marina facilities and services, boating and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate dockage and /or skilled staff so that you can enjoy the Marina facility and services and boating in general, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Marina and boating in general. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety, and that of your family, friends, guests and other participants, prior to accessing the Marina complex and services and/or using your vessel, it is important that you understand certain risks associated with utilizing the Marina facilities and/or rental vessels, and boating in general with its applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for mooring your vessel at the Marina, using the Marina complex or services, renting a watercraft from the marina, or enjoying your boating activity, but we do think it is important for you to know what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I/We acknowledge that the following describes some, but not all, of those risks:

1. Changing water flow, currents, wave action, or boat wakes
2. Collision with any of the following: the vessel upon which I am the operator or passenger, other participants, other boats or watercraft (IE boat docks, and manmade or natural objects such as lake bottom, logs, wood or rocks)
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature
4. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions
5. Collision, capsizing, sinking, or other risks which results in wetness, injury, exposure to elements, hypothermia, and/or drowning
6. Mooring the vessel at the Marina and getting in and out of the vessel
7. Travel, including travel to and from the activity
8. The presence of insects, snakes, animals, dog bites, or dog attacks, and marine life forms
9. Equipment failure or operator error
10. Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration
11. Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident
12. Injury or death from broken boards, electrocution, loose or broken mooring cables, or damaged or falling mooring poles, protruding nails, or loose or broken bolts.

I/We are aware that utilizing the Marina complex and services and engaging in water and boating activities may entail risks of injury or death, I/We understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initials: _____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/We agree to assume responsibility for all risks including those not specifically identified. My/Our participation in utilizing the Marina facilities and services and/or renting a boat slip and/or watercraft is purely voluntary. No one is forcing me/us to participate. I/We verify that I am physically fit, can read and understand the English language in which this document is written, can speak, and understand the English language fluently so as to understand all verbal direction given by the Marina owners and staff, not under the influence of alcohol or drugs at the time and sufficiently qualified, trained, and capable to participate in the rental of a boat slip and/or vessel and the use of the Marina facilities. I/We do not have any medical conditions that could jeopardize my/our safety during the access and use of the Marina complex. Therefore, I/we elect to participate in spite of the risks. I/We assume the risks of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles, and or ligaments; fractured or broken ribs, eye damage, burns, cuts, wounds, scrapes, bite or attack of animals, insects or marine life; allergic reactions, shock, paralysis or death.

COVENANT OF GOOD FAITH: I/We recognize that you, provider of Marina services, will operate under covenant of good faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems, and /or terminate the rental contract of any person you judge to be in violation of the Corps of Engineers direction and/or Marina's rules and regulations.

AUTHORIZATION: I/We hereby authorize any medical treatment deemed necessary in the event of an injury while renting a vessel or boat slip and/or medical services, as may be incurred on my/our behalf. Any film or photographs of me/us as a participant become your property and may be used for promotional or commercial purposes.

RELEASE OF LIABILITY: In consideration of services or property provided by the Marina, I/we, for myself/ourselves and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, agree that: Sutton Lake Marina at Bee Run LLC dba Sutton Lake Marina, its principals, directors, officers, agents, employees and volunteers, their insurers and each shall have no liability of any nature for any and all injuries or death, and /or damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself) or entity and I/we hereby release and discharge owner and insurer, if any, for any such damage or injuries.

I/WE HAVE READ THE WARNING, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, AND RELEASE OF LIABILITY. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Renter's Name (Please Print): _____

Renter's Signature(s): _____