



A Family Owned & Operated LLC

901 Lake Havasu Ave. North

Lake Havasu, AZ 86403

(928) 680-6151

www.HavasusAdventureCompany.com

ALL OPERATORS MUST BE 20 YEARS OF AGE—NO EXCEPTIONS

NO PETS OF ANY KIND --- NO EXEPTIONS

WATERCRAFT WILL NOT BE TOWED OR USED TO TOW OR JUMPSTART OTHER WATERCRAFT. COOKING ON BOARD IS NOT ALLOWED. I UNDERSTAND THAT OPERATING THE WATERCRAFT IN AN ILLEGAL MANNER, SUCH AS BUT NOT LIMITED TO DRIVING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, DRIVING RECKLESSLY, OR HAVING MORE PEOPLE ON BOARD THAN STATE CAPACITY WILL RESULT IN THE FORFEITURE OF MY SECURITY/DAMAGE DEPOSIT. CONFISCATION OF THE BOAT(S) AND CANCELLATION OF THIS RENTAL CONTRACT, AND EARLY RETURN WILL NOT RESULT IN A REFUND. SEE ADDENDUM FOR LATECHARGES.

1.) **I understand I will be responsible for watercraft** and will pay any damages as well as any court costs connected with the same. A lease agreement is part of this contract with which I agree to comply with and I acknowledge the responsibilities as outlined as in integral part of this contract. This contract constitutes the entire agreement between the parties hereto. I also understand that Havasu Adventure Company, has my permission to charge my credit card any cost of damages to the watercraft or equipment in my care, custody, and control without my signature.

In consideration of being allowed to participate in watersports events and activities and/or being provided with water sport recreational property or services, for myself and my minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representative or assigns:

2.) **ACKNOWLEDGEMENT OF RISKS:** I acknowledge that watersports and water recreational activities are very dangerous and involve the risk of serious injury and/or death. Risks include but are not limited to changing tides and water flow, collisions, capsizing, inclement weather, equipment failure, operator error, all of which can cause serious injury, paralysis and/or death.

3.) **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I agree to assume responsibility, whether above or not even those risks arising out of negligence by my passengers, riders, and/or all participants on said watercraft. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused in whole or in part by the negligence of any/or passengers, riders, quests and any other passenger on said watercraft even if caused, in whole or in part, to the fullest extent permitted by law. I understand that I am the only person authorized to operate any watercraft provided to me, and will not allow anyone else to operate the watercraft. I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity of riding any watercraft, and will also require my passengers to wear a life jacket. I am familiar with and will comply with all rules and regulations for safe operation of the watercraft.

4.) **RELEASE:** I hereby release Havasu Adventure Company, it's principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property an activity is conducted ("OWNER"), if any. (Collectively "Releases") from any and all liability of any nature for any and all injury or damage (including death) to me or my minor children or any other persons as a result of my/our participation in the activity, even if caused the negligence of any other persons (including myself) to the fullest extent permitted by law.

5.) **I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases (lessors) and each of them from any loss, liability, damage or cost they incur arising out of or related to the use of any watercraft provided to me, or arising out of related to my participation in any water sport or water recreational activity, whether caused by negligence of the releases or otherwise.



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I (WE), the LESSEE(S) further agree

LESSEE acknowledge inspection at the start of the rental and agrees said watercraft to be in good condition and agrees to return the watercraft in good condition as received. Failure to deliver said watercraft will constitute theft by LESSEE and subject LESSEE to prosecution therefore.

LESSEE agrees to pay for damages to said watercraft while on lease. Said decision of damages caused are at the sole discretion of the LESSOR, and no claim whatsoever may be made against his decision. Labor cost for repairs are to be at the rate of \$85.00 per hour. The LESSEE hereby authorizes the LESSOR at its discretion to use and apply the deposit made at the execution of this contract for the purpose of reimbursing the cost of repairs all without prejudice to the obligation of the LESSEE to pay the LESSOR any excess addition thereto.

LESSEE understands the additional charges may apply after all damage estimates are received. A claim of no signature for the damage charges will be considered non-applicable and charges will apply. LESSEE gives LESSOR permission to apply any and all applicable charges to LESSEE's credit card now and at later dates to cover all damage estimates to said watercraft.

If LESSEE damages the watercraft it will be repaired as quickly as possible. No replacement watercraft will be provided and no refund will be made for down time of the remainder of the rental period while watercraft is being fixed. LESSEE agrees to pay LESSOR for an and all damages and/or repair costs before taking possession of the watercraft to finish out the rental. LESSOR will determine if an additional security deposit will be required by LESSEE to keep said watercraft. The LESSEE agree to pay for any and all damages to said watercraft, which includes parts, labor, motor, props, out drives or other mechanical and moving parts while on lease, including lost rental revenue for down time. LESSOR will get damage estimates as soon as possible. LESSEE understands it may take several days for all estimates for damage caused to watercraft. LESSEE will accept all estimates for repair and pay LESSOR for it. A minimum fee of \$150.00 will be charged to tow in watercraft for service calls, and \$150.00 per hour thereafter. LESSEE agrees that any damages caused by retrieving LESSEE's boat by LESSOR or LESSOR's agent will be considered damage thereafter by LESSEE and will be deducted from the security/damage deposit.

Upon the lease of said watercraft the fuel tank will be full at the start of the rental and upon the return of the rental the LESSEE will pay for any fuel used. LESSEE understands that fuel gauges on the watercraft are not always accurate. As a rule of thumb it is advised to refuel the watercraft after 4-5 hours of operation (jet-propelled watercraft more often.) Watercraft that run out of fuel can cause mechanical problems to the operation and the starting of the watercraft. LESSOR assumes no liability for LESSEE running out of fuel. It is not the responsibility of the LESSOR to bring fuel out to watercraft that run out of fuel. If fuel gauge is not on full when LESSEE takes possession of watercraft it is the LESSEE's responsibility to call LESSOR at the start of the watercraft rental and inform same of the fact that watercraft is not full of fuel. Neglecting to inform LESSOR at the beginning of rental will result in LESSOR not knowing for sure if the watercraft was low on fuel at the time the rental was started and therefore no adjustments will be made for low fuel. It is not the responsibility of LESSOR to retrieve inoperative or damaged watercraft; caused by LESSEE. LESSOR will make every effort to retrieve damaged or broken down watercraft at the expense of LESSEE and the above stated service fee will apply.

LESSEE acknowledges that he/she is familiar with the safe operation of the watercraft, has been given an orientation of the watercraft and its controls and safety features (life jackets, fire extinguisher, etc.) a fact sheet with basic "Rule of the Road" for on-the-water travel and that he/she is responsible for knowing and obeying all watercraft laws and regulations. LESSEE will use said watercraft only for their own use and will not sub-lease or use said watercraft for hire. LESSEE will comply with all federal, state and municipal laws and regulations applicable to LESSEE's use. LESSEE will operate said watercraft in a careful and prudent manner. Title to the within lease equipment shall at all times remain that of the LESSOR and the LESSOR and its agent is hereby authorized to repossess the same at any time without interference from the LESSEE or any person in possession of the same for which the LESSEE shall be further responsible for all cost incurred thereby.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the watercraft; and for the safety and welfare of other boaters and persons. It is AGREED and understood by lessee that lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR 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. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE's personal property while carried



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in, or on, the rental craft, including loss or damage caused by fire, water, theft, or any other cause whatsoever, and until such time as release is given by an employee or LESSOR.

LESSEE expressly agrees to indemnify an hold LESSOR harmless of, from and against say and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expense incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall in the county of LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

Upon the termination of rental contract, the LESSEE will deliver the said watercraft to the LESSOR at the point where received, or as otherwise agreed in the same condition as the inception of the within lease.

LESSEE further agrees not to abandon said watercraft. Abandoned watercraft is defined as not bringing the watercraft back to point of origin checked in by the LESSOR, and not returning to close out the bill or both. The LESSEE further agrees that LESSEE will forfeit all security/damage deposits for abandoning watercraft and pay the costs to locate watercraft and the retrieval of abandoned watercraft. Any and all damages, lost equipment, extra costs, lost rental will be in addition to abandoned fee charged.

LESSOR's ability to provide rental craft, if reserved is contingent upon and subject to the return of the unit by the previous LESSEE, or any other cause beyond LESSOR's control.

LESSOR reserves the right to cancel this agreement due to inclement or impending bad weather.

LESSEE is responsible for making decisions on whether to use the watercraft in inclement weather, as everyone's watercraft abilities are different.

The rules and regulations continued herein and as posted in the office or are handed out on the craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.

LESSEE agrees he will not hold the LESSOR or State Parks Board responsible for any personal injuries to his or herself, family, relative, or anyone using or handling the watercraft while on rental. LESSEE further agrees he will not bring suit for any such injuries or claims either directly or indirectly.

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

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ PAGES 2-4, OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES

DRIVER 1 : _____ SIGN : _____ DATE: _____

DRIVER 1 : _____ SIGN : _____ DATE: _____

DRIVER 1 : _____ SIGN : _____ DATE: _____



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Damage Inspection / Lost & Damaged Items

Vessel: _____

The video shows current condition of boat.

Initials: _____ Date: _____

Signature: _____

Printed: _____

Camera#: _____

HAC Employee: _____

ON BOARD ITEMS:

ITEM	LEAVING	RETURNED
Life Jackets (orange)	<u>12-8-6</u>	_____
Throw Cushion	<u>1</u>	_____
Fire Extinguisher	<u>1</u>	_____
First aid kit	<u>1</u>	_____
Fenders (bumpers)	<u>2</u>	_____
FLAG	<u>1</u>	_____
Dock Line	<u>2</u>	_____
Anchor	<u>1</u>	_____
Anchor	_____	_____
Cooler	_____	_____
Wake Board	_____	_____
Ski	_____	_____
Tube	_____	_____
Lilly Pad	_____	_____

DAMAGE/LOST ITEM COSTS

Prop	\$125-250
Excessive Cleaning Fee.	\$50+
Late Charge.	\$25 per 15min
Upholstery	\$25-250
Cigarette Burns.	\$50-250
Aluminum (skins).	\$120+
Pontoon Damage	\$180+
Pontoon Scratch	\$25+
Decal Damage	\$150+
Fiberglass Damage.	\$70"
Bimini (cloth or frame)	\$125+
Stereo	\$150
Speakers	\$30 each
Life Jackets (fitted)	\$50 each
Life Jackets (orange)	\$20 each
Anchor	\$150
Fire Extinguisher.	\$35
Fender (bumpers)	\$40 each
Dock Line.	\$25
Throw Cushion	\$30
Cooler/Ice Chest	\$75
WakeBoard/Skis/Tubes/Lilly Pads up to...	\$500

All prices subject to change and vary depending on severity of damage.

Damage Cost: \$ _____



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I acknowledge and assume full responsibility for any/all damages to the assets of Havasus Adventure Company as explained in the rental agreement which I have signed and/or initialed pertaining to my party's contract. I understand that a video of the vessel(s) will be taken prior to departure during which I will have the opportunity to inspect and document any/all damage or markings on the vessel. The video will cover both the exterior and interior areas. I agree to be shown in the video to document my name, presence/date, and acceptance of said vessel(s).

Upon return to the Havasus Adventure Company premises a second video will be taken to document the exterior and interior upon the completion of the rental period if damage is present. I will take the time to participate in the second video as well. Should I leave the premises without completing the second video, I am giving authority to the Havasus Adventure Company representative conducting said inspection to document the vessels condition upon return. I accept and assume all financial responsibilities per rental contract.

I release Havasus Adventure Company to print and post any photos which my party poses for to be used on the picture board in the office and for a copy to be emailed to my email address on the contract.

Name: _____ Date: _____

Signature: _____



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Boat Rental Checkout Procedure

By signing this document I confirm that I have read, reviewed and/or have had explained to me to my satisfaction the following:

1. A detailed description of the activities in which I can or can not participate in with the watercraft I am renting;
2. Full review of safety and use restrictions while underway;
3. Warnings and procedures for equipment malfunction, unexpected events and/or sudden dangerous weather;
4. Proper use of signals and lights as well as lake laws (rules of the road);
5. Regulations pertaining to no wake zones, lake and rental boundaries, markers and water sports activities;
6. Repercussion and punishment by law if operating careless, reckless and/or under the influence of drugs/alcohol;

7. Late charge will be applied as follows:

Returns past the agreed upon time will result in late charges at the rate of \$100 per hour in 15 minute increments. * Launch/Retrieval times are in Arizona Time*

Driver 1: _____ Sign: _____

Driver 2: _____ Sign: _____

Driver 3: _____ Sign: _____

Date/Time: _____ Return Time: _____

Watercraft: _____ Employee Initials: _____