

Wild and Wonderful Water Adventures LLC

Mailing Address:

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Cedar Grove, WV 25039
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www.WildandWonderfulWaterAdventures.com



WATERCRAFT RENTAL AGREEMENT

I desire to rent a watercraft from Wild and Wonderful Water Adventures LLC to be used for personal pleasure on Summersville Lake/Kanawha River. I bind myself and my heirs, personal representatives, executors, administrators and assigns to this agreement and all related rental documents. Rental documents are available for review and printing on our websites, www.WildandWonderfulWaterAdventures.com.

Group Leader Name _____ **Rental Date** _____

Driver #1 Name: _____ **Date of Birth** _____

Driver #2 Name: _____ **Date of Birth** _____

Driver #3 Name: _____ **Date of Birth** _____

Driver #4 Name: _____ **Date of Birth** _____

Driver #5 Name: _____ **Date of Birth** _____

EMERGENCY CONTACT _____ **Relationship** _____ **Ph#** _____

DAMAGE DEPOSIT: \$300 Cash Credit Card on File

2023 Watercraft Rental Terms and Conditions

1. Substitutions – If your designated rental boat is damaged in a prior rental, or not available for any reason, Wild and Wonderful Water Adventures LLC 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.

2. Report Accidents or Breakdowns Immediately – You, the Renter, agree to report any accident, malfunction or breakdown to Wild and Wonderful Water Adventures LLC 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 Wild and Wonderful Water Adventures LLC rentals. However, motorized watercraft are mechanical in nature and may on occasion break down. In such case, we will handle this on a case-by-case basis. There shall be no 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. Weather Policy - Watercraft rentals that return early due to threat of lightening, high winds, heavy rain, other acts of God will be handled on a case by case basis. 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 Wild and Wonderful Water Adventures LLC 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 Wild and Wonderful Water Adventures LLC.

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 Wild and Wonderful Water Adventures LLC 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 Wild and Wonderful Water Adventures LLC 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. Cancellation Policy – Trips cancelled before 48 hours will receive a full refund. Trips cancelled within 48 hours of a reservation will receive a 50% refund and trips cancelled/no show within 24 hours will not receive a refund. All refunds will be in electronic store credit form for usage at a later date.

11. Alcohol and Drugs - 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 - Renter agrees to operate vessel at idle speed in all No Wake Zones.

13. Pets - At this time, no pets are allowed on any of our rentals boats. This is to prevent damage to expensive finishes and protects owners and renters from any costly expenses.

14. Unsafe Boating Conditions - Owner reserves the right to cancel rental at any time due to inclement weather. Refunds/Credits for this will be handled on a case-by-case basis.

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/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver Signature _____ Date _____

Renter/Driver 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: "WAWWA" signifies the "Wild and Wonderful Water Adventures LLC renting on Summersville Lake, West Virginia and Kanawha River in Kanawha County, West Virginia. This Waiver Release extends to the 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 on the lake or river, 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 boating in general, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of 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 using your vessel, it is important that you understand certain risks associated with utilizing the 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 renting a watercraft from WAWWA, 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/river 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. 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 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.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/We agree to assume responsibility for all risks including those not specifically identified. My/Our participation in renting a 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 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 vessel. I/We do not have any medical conditions that could jeopardize my/our safety during the access and use of the rented vessel. 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 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, United States Coast Guard, West Virginia Department of Natural Resources, OR any local law enforcement agency and/or WAWWA's rules and regulations.

AUTHORIZATION: I/We hereby authorize any medical treatment deemed necessary in the event of an injury while renting a vessel 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 WAWWA, 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: Wild and Wonderful Water Adventures LLC, 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.

Participants Name (Please Print): _____

Participants Signature(s): _____

Participants Name (Please Print): _____

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