

# WATERCRAFT RENTAL AGREEMENT

The Lake Cabins Resort    626 E. State St    Fife Lake, MI 49633    Ph. 231.570.4242

LESSEE INFORMATION				RENTAL INFORMATION			
Lessee Name		Street		Date		Rental #	
City	State	Zip	Best phone		# Passengers		Driver's Lic #
Email Address				Out Time		In Time	
Watercraft name/ID				Accessories		Accessories Fee	
Additional Authorized Operator(s)  1.  2.  3.  4.				<b>REGISTER OUT</b>		<b>REGISTER IN</b>	
				Rental Fee		Gas Amount	
						Over time Charges	
				Accessories Fee		Damage Charges	
				<b>TOTAL</b>		<b>TOTAL</b>	

**NO INDIVIDUAL MAY OPERATE A RENTED WATERCRAFT WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT**

Lessee is a person or entity renting equipment or services. TLCR is The Lake Cabins Resort. Undersigned is a Lessee, Authorized Operator, and/or Passenger.

**WARNINGS:** There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use including but not limited to water craft and activities incidental thereto (referred to herein as activity'). Although we have taken reasonable appropriate equipment and/or skilled staff so that you can enjoy an activity, this activity is not without risk, Certain risks cannot be eliminated with character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equip injury, illness or in extreme cases, permanent trauma or death.

**Acknowledgment of Risks:** Undersigned acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action, and other watercraft wakes; 2) Collision with any of the following: the watercraft upon which I am the operator or passenger, other participants, other watercraft, and man made or natural objects; 3) Wind shear, inclement weather, lighting, 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 hazard which results in wetness elements, hypothermia, and/or drowning; 6) Getting in or out of the water craft; 7) Equipment failure or equipment failure due to operator error; 8) Heat and sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of an accident.

**Express Assumption of Risks and Responsibility:** Undersigned agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Undersigned verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Undersigned assumes full responsibility, including any minor children for which Undersigned is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Undersigned and guests elect to participate in spite of the risks. Undersigned is responsible for protecting skin and eyes from the elements. Undersigned agrees to wear a U.S. Coast Guard approved (PFD or Life Jacket) while participating in the activity.

**Covenant of Good Faith:** Undersigned recognizes that The Lake Cabins Resort(TLCR) , the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person TLCR judges to be incapable of meeting the rigors or requirements of participating in the activity. Undersigned accepts TLCR's right to take such actions for the safety of Undersigned and/or other participants.

**Authorization:** Undersigned hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Undersigned either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Undersigned's behalf.

**Release:** In consideration of services or property provided, Undersigned and any minor children for which Undersigned is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: TLCR, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Undersigned and other persons or properties as a result of any acts, omissions or negligence of TLCR or any other person (including Undersigned) or entity and Undersigned hereby releases and discharges TLCR and insurer, if any, for any such damage.

**UNDERSIGNED ASSUMES THE RISKS OF PERSONAL INJURY, ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES AND/OR LIGAMENTS; FRACTURED OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS AND/OR CONTUSIONS; DEHYDRATION, DROWNING, OXYGEN SHORTAGE, AND/OR EXPOSURE; HEAD, NECK, AND/OR SPINAL INJURIES; BITE OR ATTACK BY ANIMAL, INSECT OR MARINA LIFE; ALLERGIC REACTION; SHOCK, PARALYSIS OR DEATH.**

**ALL OPERATORS INITIAL HERE** \_\_\_\_\_

**ANY PWC PASSENGER(S) SIGN HERE** \_\_\_\_\_

TUBESKAYAKS: I understand that renting any tube or kayak from TLCR is at my own risk and I hereby waive any claims. \_\_\_\_\_