

Boat US Membership
Number 20119070



Cincinnati Boat Rental

Tina Ruzete
(513) 446-6481

Gary Porter
(513) 518-9593

PWC personal water craft - Waverunners

Name: _____ Rental Dates: _____

Address: Street: _____

City: _____ State: _____ Zip Code: _____

Cell Number: _____

Driver's License #: _____ State: _____

Total Rental Amount _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Security Deposit:

Upon arrival, a security deposit of \$1,000(boat) \$2,000.00(PWC) will be required. The deposit can be on a credit card or be held in cash. The security deposit will be returned after the rental boat is checked out for damage. (Usually within 48 hours)

***All PWC rentals require a damage deposit of \$2,000**

Daily Rental \$400

Weekly Rental (7-Day) \$2,800

EARLY RETURNS WILL NOT RESULT IN A REFUND FOR ANY REASON WHAT SO EVER.

Lessee to read all pages of this agreement and initial each clause before signing this document

In consideration of the agreement herein, Floating Fun LLC, dba, Cincinnati Boat Rental (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified (**boat is restricted to operation only between dawn and dusk**) Said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour. LESSEE agrees to properly secure the boat to the dock, plug in battery to charge, recover the boat and return tube and equipment to deck box. **Initial:** _____

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: other participants, the boat's, other boats, 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 not complete and that unknown or unanticipated risks may result in injury, illness or death. **Initial:** _____

EXPRESS ASSUMPTION OF RISK- The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Cincinnati Boat Rental, 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. **Initial:** _____

IF OUR BOAT DOES NOT START, CALL US. WE CAN PROBABLY TROUBLESHOOT ON THE PHONE. IF NOT, Your first course of action is to get yourselves and the boat to a safe location. If the boat is disabled the lessee is responsible for contacting the marine patrol directly with their cell phone or by calling 911 and giving them your location so they can send the appropriate county patrol. The towing charge is paid by lessee. If the cause of the breakdown is determined to be the fault of the lessee, the associated costs are NOT our responsibility and will come out of your damage deposit. **Initial:** _____

THE LESSEE IS RESPONSIBLE FOR EQUIPMENT BROKEN or LOST and DAMAGE TO THE CRAFT, ENGINE, OR PROPELLOR. IN THE EVENT OF DAMAGES OR MOTOR MALFUNCTION, AN IMMEDIATE AUTHORIZATION IN THE AMOUNT OF \$2,000 WILL BE PLACED ON THE CREDIT CARD PROVIDED AS A DAMAGE DEPOSIT UNTIL THE CAUSE OF THE MALFUNCTION CAN BE DETERMINED OR THE DAMAGES CAN BE ASSESSED. **Initial:** _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS OF THE OHIO DEPARTMENT OF WATERCRAFT AND ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. **Initial:** _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY **Initial:** _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. **Initial:** _____

DO NOT ALLOW ANYONE TO RIDE ON OR TO HANG OR DANGLE THIER LEGS AND ARMS OFF THE BOW OF THE BOAT WHILE THE BOAT IS IN MOTION - IT'S THE LAW! NO DIVING OR JUMPING OFF BOATS WHILE IN MOTION. YOU MUST HAVE A FULLY CHARGED CELL PHONE ON BOARD AND KEEP IT TURNED ON! IF A STORM COMES IN, CALL FOR INSTRUCTIONS. WE MUST KNOW WHERE YOU ARE - DO NOT ATTEMPT TO RETURN TO DOCK DURING A STORM! BALANCE THE PASSENGERS ON THE BOAT SO IT DOES NOT LIST TO ONE SIDE OR RIDE BOW DOWN IN THE WATER. NEVER START THE ENGINE UNTIL EVERYONE IS SAFELY IN THE BOAT! NEVER START THE ENGINE IF THE PROPELLER IS OUT OF THE WATER! WHEN A LARGER BOAT APPROACHES YOU, BE AWARE THAT THEIR WAKE COULD SWAMP YOUR BOAT, SLOW DOWN.

Initial _____

I authorize and allow Tina Razete of Cincinnati Boat Rental to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling/oil

Initial _____

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody.

Initial _____

A major credit card authorization (VISA MasterCard) or CASH in the amount of two thousand dollars (\$2,000.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing, or broken; gas charges (\$4/gal plus \$50 fill up fee) or to be applied to the rental charges upon return of craft by LESSEE.

Initial _____

LESSEE agrees not to use, nor permit the use:

- a. Of the rental craft for any unlawful purpose;
- b. Of the rental craft in a careless or negligent manner;
- c. Of the rental craft while under the influence of liquor or narcotics; or any other drugs
- d. By any other person not the signatory of the agreement, or not equally qualified

Initial _____

Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the 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 and its agents, affiliates, and personnel 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 LESSEE’S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial _____

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

Initial _____

LESSOR’S ability to provide a 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.

Initial _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial _____

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

Initial _____

PROP REPLACEMENT: \$200.00

Initial _____

This means WATCH OUT FOR LOGS AND DEBRIS AT ALL TIMES! If there is too much debris in the water return to the dock immediately and call to reschedule.

ABSOLUTELY NO SMOKING ON ANY BOATS

Violations result in \$100 being deducted from your deposit. Initial: _____

Prices subject to change

Please have a gps app on your phone and mark the dock's location. Look for visual land markers to easily find your way back on time. It should go without saying, but please have a 12v charger with you for your phone.

GASOLINE Initial: _____

Extra on all rentals- tank is full at departure and should be refueled upon return. DO NOT RETURN BOAT ON EMPTY

SAFETY GEAR Initial: _____

- Throw cushion, fire extinguisher, and safety equipment are not to be used for any purposes other than in the event of an emergency
- Any equipment misused will have to be paid for in full. We provide safety equipment for the runabout with the exception of infant and some child size vests.
- Anyone under the age of eight must wear a life vest at all times.

We do not allow cooking/grilling on the boat and use caution with drinks that stain.

Age Requirement Initial: _____

You must be 25 to rent/drive rentals with valid driver's license

CLEANLINESS Initial: _____

Any boats returned extremely muddy, dirty, with food bits, bottles, cans and trash strewn about will be subject to an additional \$100 cleaning charge deducted from your deposit. Pets are allowed with prior approval and precautions must be taken for the cushions or the damage will be deducted from your security deposit.

PAYMENT Initial: _____

- Full payment is required to reserve a boat.

CANCELLATION NOTICE Initial: _____

- a 24 hour notice on daily rentals, and one week cancellation notice for weekly rentals required to avoid "NO SHOW CHARGES" on your credit card.

WEATHER Initial: _____

- In the event of bad weather, please call to reschedule your rental date.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR 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 AS SET FORTH ON ENTIRE CONTRACT; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: Cincinnati Boat Rental

by: Inia Paele

Date: _____

LESSEE: _____

Date: _____

Cincinnati Boat Rental



Rental, Waiver and Release of Liability Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

NOTE: This Rental, Waiver and Release of Liability Agreement is intended to be a legally binding document. Read this document carefully and completely. You may wish to consult an attorney to obtain advice about this document. By your signature on this Rental, Waiver and Release of Liability Agreement, you indicate your acceptance of all terms and conditions below.

Whereas, Little Floating Fun, LLC dba Cincinnati Boat Rental (*Name of Lessor*), a corporation organized and existing under the laws of the state of OHIO (*name of state*), with its principal office located at 5711 Wilmington Rd. Oregonia, Ohio 45054 (*street address, city, state, zip code*), referred to herein as **Company** has arranged for you to rent the following described property (each item being hereinafter jointly and severally called the **Equipment**):

- ☐ 19' Maxum runabout;
- ☐ Kayak;
- ☐ PWC; or
- ☐ Inflatable with tow rope; and
- ☐

Whereas, the rate of rental shall be as follows:

- ☐ 19' Maxum runabout -- \$450 per day;
- ☐ Kayak -- \$50 per day;
- ☐
- ☐ PWC -- \$300 per day;
- ☐ Inflatable with tow rope —\$_____ per day; and

Whereas, all persons renting and/or using the rented item are required to sign and agree to the terms of this **Rental, Waiver and Release of Liability Agreement** prior to rental of the Equipment;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and as an express condition to your rental or use of the Equipment, the undersigned hereby agrees to the following:

1. The undersigned is aware that participation in the operation of a boat, boating as a passenger, water sports such as tubing, water skiing and/or the use of a Kayak and the use of "PWC" (personal watercraft), and all associated

Equipment in water sporting activities, involves the risk of injury or even death. The undersigned is also aware that there is a risk of negligence by the Company or agents of the Company, including the failure by the Company or agents of the Company to safeguard or protect me from or warn me of the risks, dangers and hazards of the participation in water sports activities using the Equipment. I freely accept and fully assume all risks, dangers and hazards associated with the renting and use of the Equipment described above to participate in water sports activities, including the possibility of loss, personal injury or death resulting therefrom. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, water sports accidents, risk of drowning, water, reefs, rocks, serious lacerations or other accidents. **The undersigned, after careful consideration, expressly assumes these risks and agrees to release the Company and its directors, officers and employees from any and all liability associated with these risks.**

2. The undersigned hereby agrees to indemnify and hold Company and its officers, directors, agents and/or employees harmless from any and all liability for any property damage or personal injury to any third party resulting from use of the Equipment in water sports activities.

3. The undersigned hereby **WAIVES AND RELEASES ANY AND ALL CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT**, which the undersigned may, now and forever, have against the Company and/or its officers, directors, agents and employees, resulting, directly or indirectly, from the use of the Equipment in any manner whatsoever including, but not limited to, the use of the Equipment in water sports activities.

4. The undersigned hereby acknowledges that he/she is **responsible for their own suitability to use the Equipment in water sports activities and is hereby strongly encouraged to consult a physician prior to participation in water sports activities with said Equipment should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability.**

5. When engaging in the rental or use of the Equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the Equipment rented for the entire rental period and to pay all repair and/or replacement costs for any item of Equipment that is damaged or stolen during the rental period.

6. This Waiver and Release of Liability Agreement shall be governed and construed by the laws of the state of OHIO (Name of State).

7. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

8. **COMPANY IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP.** Company further disclaims any liability for loss, damage, or injury to the undersigned or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from Company's negligence or application of the laws of strict liability. The undersigned hereby leases the Equipment "AS IS" on an all faults basis.

9. By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the legal guardian of the undersigned) has read, considered and expressly agreed to all of the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

Witness my signature this the ____ day of _____, 20____.

(Printed Name of Customer)

(Signature of Customer)

Witness

Please sign below to include all under age passengers/participants.

(Printed Name of Parent or Guardian)

(Signature of Parent or Guardian)