



## Mosquito Lagoon RV Park and Fish Camp Boat Rental Agreement & Release

**A CREDIT CARD MUST BE LEFT ON FILE REGARDLESS OF PAYMENT METHOD.**

Renter's Name		Renter's Phone	
Renter's Birth Date		Renter's E-mail	
Renter's Address			

**Mosquito Lagoon RV Park and Fish Camp**, hereinafter referred to as **MLRV**, agrees to rent the following boat (The "Boat") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided.

Boat Type		Vessel ID #	
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The Boat shall be rented for the time period and hourly rate specified as follows:

OFFICE USE ONLY	{	<b>Time Out</b>		<b>Time In (Scheduled / Actual)</b>	
		<b>Hourly Rate</b>		<b>Total Hours</b>	
		<b>Total Rental Amount</b>		<b>Security Deposit Due</b>	C/C/ ON FILE
					MLRV Representative's Initials

**READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE MLRV FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY MLRV AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.**

**Release and Waiver of Claims**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge MLRV, MLRV's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and MLRV.



## Mosquito Lagoon RV Park and Fish Camp

### Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless MLRV, MLRV's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.

### **Terms and Conditions**

1. **Assumption of Risk.** Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.

\_\_\_\_\_  
Renter's Initials

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the Boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by MLRV, and any applicable laws or regulations. Renter shall be responsible at all time for the safety of any and all passengers in the Boat.
3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the Boat:
  - There is **no smoking** while in the Boat.
  - There are **no alcoholic beverages** permitted in the Boat. MLRV reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of Renter's passengers.
  - There are **no pets** permitted in the Boat.
  - The Boat shall **not** be used for any **race or competition** and shall not be used to **push, propel, or tow** another boat.
  - There is no docking of the Boat at any location other than MLRV's designated docking area, except in the case of emergency.
4. **Children.** Any children under the age of 6 in the Boat must wear a life jacket at all times.
5. **Unsafe Use.** If at any time MLRV determines that Renter has engaged in an unsafe or hazardous use of the Boat, MLRV may board the Boat, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, Renter must return the Boat to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. MLRV shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."
6. **Condition of Boat upon Return.** The Renter shall return the Boat to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat during the rental period. MLRV shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Boat exceed the amount of the security deposit, Renter shall be billed by MLRV for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.
7. **Late Return.** If Renter returns the Boat to the designated docking area more than 20 minutes after the predetermined "Time In," Renter shall forfeit his/her security deposit.

**Boat shall be brought back with the same amount of fuel as when it left. Renter will be charged the going rate at MLRV.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



**Mosquito Lagoon RV Park and Fish Camp**  
**Boat Rental Information**

- ALL CHILDREN 6 AND UNDER MUST WEAR A LIFE JACKET AT ALL TIMES.**
- ALL PASSENGERS MUST HAVE A LIFE JACKET.**
- DRIVER MUST SLOW DOWN IN IDLE ZONES.**
- NO BOATS ARE TO BE TAKEN TO THE INLET.**
- RENTER MUST POSSESS A COPY OF THE RENTAL CONTRACT AND THIS SHEET.**
- BOAT MUST HAVE A FIRE EXTINGUISHER WITH PIN.**
- RENTER MUST BE SHOWN:**
  - Life Jackets for all passengers**
  - Throw Cushion**
  - Flare Kit**
  - Horn or Whistle**
  - Anchor**

**I have read the above and have a clear understanding of the above and find the rental Boat to be compliant with the above.**

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Signature

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Printed Name



## Mosquito Lagoon RV Park and Fish Camp Credit Card Authorization Form

**PLEASE PRINT OUT AND COMPLETE THIS AUTHORIZATION  
AND RETURN TO US.**

All information will remain confidential.

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Visa \_\_\_\_\_ Mastercard \_\_\_\_\_ Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Customer's Zip Code associated with Credit Card: \_\_\_\_\_

Amount to Charge: \$\_\_\_\_\_ to cover any damage done to Boat.

**I authorize Mosquito Lagoon RV Park and Fish Camp to charge the agreed amount listed above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.**

**Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.**

### RENTER

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date