



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Motor-Boatin LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MB"), I hereby agree to release, indemnify, and discharge MB, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in swimming, snorkeling, airboat, pontoon or other boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; collision with fixed or movable objects or other watercraft; boat capsize and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; water craft are slippery when wet and accidents can occur getting in or out; damage to equipment or personal injury; accidental drowning; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Traveling to and from the pier will raise the possibility of any manner of transportation accidents.

Furthermore, MB employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MB's equipment or facilities, including any such claims which allege negligent acts or omissions of MB.

4. Should MB or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against MB, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MB on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Participant Signature _____ Date ____ / ____ / ____

_____ Initials



MOTOR-BOATIN LLC

919-800-9716



BOAT/JET SKI RENTAL

Date _____ / _____ / _____ Unit # _____

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

| PONTOON BOAT RENTAL | | | | FISHING BOAT RENTAL | | | |
|---------------------|-------|---------|---------|--|-------|-------|--------|
| 1 DAY | 2 DAY | 3 DAY | 4 DAYS | 1 DAY | 2 DAY | 3 DAY | 4 DAYS |
| \$400 | \$750 | \$1,100 | \$1,400 | \$250 | \$450 | \$650 | \$800 |
| JET SKI RENTAL | | | | JET SKI HALF DAY RENTAL | | | |
| 1 DAY | 2 DAY | 3 DAY | 4 DAYS | \$250 including delivery/pickup Falls Lake | | | |
| \$400 | \$750 | \$1,100 | \$1,400 | 8am-12 OR 1pm-5pm | | | |

Delivery/Pickup fee to Falls Lake
\$75 To other Lakes \$200

ALL BOATS AND JET SKIS ARE
DELIVERED TO RENTER WITH
A FULL TANK OF GAS AND
RENTER IS TO TOP OFF THE
TANK BEFORE RETURNING

Time Delivered _____ Time Returned _____ Inspected by _____

Additional Terms and Agreements

The undersigned as RENTER (including any and all RENTERS signing the Agreement), hires from Motor-Boatin LLC. as OWNER, Unit No. _____ on the following terms and conditions

Please initial each item as it is read and understood:

(Initial) The RENTER must return the boat to the OWNER at or before 6:00PM on Date of Rental. \$80/hour will be charged for each hour past agreed rental period.

(Initial) Navigation of powerboats is confined to the waterways of Falls Lake, Jordan Lake, Kerr Lake and Harris Lake unless approved prior to departure.

(Initial) The RENTER shall keep their copy of this agreement in their possession during the rental period and must present it to the OWNER at time of return for preparation of the final invoice.

(Initial) The RENTER shall demonstrate to operators, a working knowledge of boat operations and boating safety along with significant experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters on the Lake as well as the safety and security of the vessel being leased. Motor-Boatin LLC operators reserve the right to refuse rental to anyone who does not meet this guidelines on the day of the rental.

(Initial) The RENTER acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that he received said boat in good and safe mechanical and seaworthy condition. The RENTER agrees to return said boat together with all accessories and accouterments to the OWNER in the same condition as RENTER received it. Said boat is equipped with life jackets or buoyant cushions, paddle, anchor, fire extinguisher, horn and a full tank of fuel.

(Initial) The RENTER agrees to pay to OWNER the cost of replacing lost equipment and the cost of repairing damages to, and caused by, the boat including parts, labor expenses of transporting said vessel or other property to and from point of repair, all towing charges, including, but not limited to all towing charges as a result of grounding or beaching of the boat, regular rental fee covering time said vessel is out of service as a result of damage, and any collection cost and attorney fees necessary to secure reimbursement It is understood that the security deposit ("Deposit") will be used for payment of all or part of the above costs up to its full amount. Cost in excess of the Deposit shall be paid by the RENTER to the OWNER on demand. Credit card deposit of \$500 is required. Transaction will be completed when boat is returned in same condition as when rented.

_____ Initials

[](Initial) The RENTER agrees to pay to the OWNER for all damages to propeller and lower unit of boat caused by beaching, hitting submerged obstructions, running aground or any other cause. The propeller and lower unit of the boat will be inspected before and after rental. If there is ANY damage to motor or propeller, the RENTER will be immediately charged a minimum of \$300 for repair. Total cost will be determined by our certified mechanic and paid in full by RENTER.

[](Initial) The RENTER agrees to pay the OWNER on demand all time, fuel, oil, service, minimum, and other charges applicable to the rental of the boat at the rates or in the amounts specified herein. The Boat/Jet Ski will be filled with gas and oil when returned and these charges will be added to rental fees. If MB has to fill the tank, it will be charged to the RENTER at \$5.00 per galloon.

[](Initial) The RENTER who signs to accept the terms of this Rental Agreement certifies that he or she is 26 years of age or over with a valid drivers license.

[](Initial) RENTER agrees that the use of the boat by a number of persons greater than the number of life jackets or buoyant cushions provided (children under 13 years of age and under are required to wear a life jacket at all times), use of the boat for water skiing, wakeboarding, or similar water sports is a violation of the rental agreement and shall result in the forfeiture of the Deposit.

[](Initial) The RENTER agrees to operate the Boat/Jet Ski in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which the Boat/Jet Ski is operated.

[](Initial) The RENTER agrees and shall indemnify and hold harmless Motor-Boatin LLC. its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of the RENTER, RENTER'S guest, invitee or public, for damages to any property of the RENTER or RENTER'S guests, invitees or public arising out of or in connection with obligations of Motor-Boatin LLC, under this contract, where such injuries, death or damages are caused by Motor-Boatin LLC sole negligence or the joint negligence of the RENTER and any other person or entity.

[](Initial) The RENTER further agrees to and shall indemnify and hold harmless Motor-Boatin LLC, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind related to environmental damage caused by discharge, whether voluntary or accidental, of hazardous materials from boat while in possession of RENTER.

RENTER AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREES TO INDEMNIFY AND HOLD HARMLESS MOTOR-BOATIN LLC FOR ALL DAMAGES IT SUSTAINS AS A RESULT OF THEIR VIOLATION BY THE RENTER OR RENTER'S GUESTS.

SIGNATURE OF RENTER _____ DATE ____/____/____

_____ Initials