

Covid19 Waiver

First driver

Second driver

BOAT RENTAL AGREEMENT AND RELEASE



(250) 801-2383

Kelowna

Okanagan Lake & Area Alberta

DATE Jun 09, 2021
REF. # 00819
RENTER'S NAME
ADDRESS
CITY
DRIVER'S LICENSE #
PHONE #
OUT TIME: 10 IN TIME: 14
BOAT MAKE & MODEL Heyday WT-2, 350HP
MAX # OF PASSENGERS 12 persons
RENTAL AMOUNT \$499.00
DELIVERY FEE
TOWABLES FEE
TOTAL WITH TAX \$558.88

RENTER HEREBY AGREES TO PAY A DAMAGE DEPOSIT OF \$3000.00

Initials
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READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY THE COMPANY 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 remiss, release, and forever discharge the Company, the Company'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 the Renter ever had, now has, or which the 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 the Renter and the Company.

INDEMNIFICATION

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

A fee of up to \$500.00 may apply for excessive cleaning. A refueling charge of 50% plus the cost of fuel will apply if the fuel tank is not full upon arrival.



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RENTER'S
INITIAL

TERMS AND CONDITIONS

1. Assumption of Risk. The renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. The renter assumes and accepts all risks associated with the use of the Boat.
2. Acceptable Use. The 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. The renter shall at all times observe and adhere to any rules and guidelines posted by the Company, and any applicable laws or regulations. Renter shall be responsible at all times for the safety of any and all passengers in the Boat.
3. Prohibited Activities. The 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. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of the Renter's Passengers.
 - There are no pets permitted in the Boat, unless prior arrangements with managements have been made.
4. Children. Any children under the age of 12 in the boat must wear a life jacket at all times.
5. Unsafe Use. If at any time the Company determines that the Renter has engaged in an unsafe or hazardous use of the Boat, the Company may board the Boat, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, the 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. The Company shall determine, in its sole discretion, whether any behaviour 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. The Company shall retain any portion (or all) of the 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, the Renter shall be billed by the Company for the full amount of damages caused by the renter during the rental period, including reasonable lawyer's fees.

RENTER HAS READ AND UNDERSTANDS ALL OF THE TERMS, CONDITIONS AND RULES SET FORTH ABOVE, AND AGREES TO ALL TERMS WITHOUT RESERVATION.

RENTER'S SIGNATURE

Sign
here

RENTAL BOAT SAFETY CHECKLIST

Individuals renting a pleasure craft fitted with a motor are required to complete a Rental Boat Safety Checklist. Those required to complete a rental boat safety check list, must carry on board the co-signed section of the Rental Boat Safety Check List as proof of competency for the duration of the rental.

Please have a look at our quick boat safety video

Boat Operations & Safety with Dan Ro...



I HAVE WATCHED THE VIDEO TUTORIAL ON HOW TO OPERATE THE WATERCRAFT THAT I AM RENTING. I UNDERSTAND ALL THE SAFETY PROCEDURES, OPERATIONS OF THE WATERCRAFT, AND KNOW WHERE ALL THE SAFETY EQUIPMENT IS. I UNDERSTAND THAT IF I HAVE ANY QUESTIONS OR DO NOT UNDERSTAND SOMETHING I AM TO CONTACT THE SUNWAVE TEAM IMMEDIATELY AND CLARIFY THINGS BEFORE HEADING OUT ON THE WATER.

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DAMAGE REPORT

Pictures are to be taken, time stamped, and any damage seen to be noted by renter prior to leaving with the rented watercraft.

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BOAT RENTAL AGREEMENT

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1. DRIVER'S LICENSE IS REQUIRED - no one under 19 years of age and no one who is visibly intoxicated or under the influence of illicit drugs may rent any boat.
2. ALL BOATS MUST STAY WITHIN LAKE OKANAGAN (or other designated lake as agreed to prior to rental). Any boat that needs to be picked up or rescued out of area may be charged up to \$200.00 per hour.
3. DAILY RESERVATION USUALLY BEGINS AT 10:00 A.M. unless prior arrangements made.
4. ALL BOATS ARE DUE BACK ONE HOUR BEFORE SUNSET unless rented for more than one day or prior arrangements are made with SUNWAVE BOAT RENTALS. You are solely responsible for all damage and loss due to wind, storm, theft, etc. If the boat is not at the marina overnight you may be required to move/retie the boat, when necessary, to protect it from winds, waves and other elements.
5. All reservations are made with the understanding that RESERVATIONS ARE CANCELED WITHOUT NOTICE ONE HOUR AFTER YOUR PREARRANGED ARRIVAL TIME unless we have been notified by telephone of your late arrival.
6. CANCELLATIONS - reservation deposits will only be refunded if you give notice at least 10 days before your expected arrival date. Refunds will be issued due to poor weather conditions (rain or high winds) on the day of rental prior to renting a boat.
7. SECURITY DEPOSITS REQUIRED - \$1000 to \$3000 depending on boat rented.
8. SECURITY DEPOSIT & RENTAL FEE MUST BE PAID IN FULL IN ADVANCE.
9. SECURITY DEPOSIT RETURN - Upon return of boat, an inspection will be made, gas tank will be filled and deposit will be returned within 72 hours, minus any repair cost of any damage done to the boat, motor or new replacement value of any lost equipment.
10. PROPELLER RECONDITIONING FEE - \$250 to \$3000 - The propeller will be inspected upon return of the boat. Severe prop damage will result in new replacement and loss of entire deposit plus possible future charges to cover hidden related damages.
11. ALL FUEL IS EXTRA - Tanks will be full when you leave and the boat must be returned with the tanks full. A refueling fee of \$100 will be charged if Sunwave staff refuels the boat (plus the cost of the fuel).
12. BREAKDOWNS must be reported within the hour or normal contract charges will continue.
13. NO BOATS TO BE USED AFTER DARK - NO EXCEPTIONS.

THE FOLLOWING EQUIPMENT HAS BEEN PROVIDED FOR YOUR SAFETY AND YOU MUST PAY THE REPLACEMENT COST STATED IF LOST OR DAMAGED:

1. First Aid Kit - replacement cost \$50.00
2. Whistle - replacement cost \$25.00
3. Waterproof flashlight - replacement cost \$50.00

4. Gaffing Rod - replacement cost \$100.00
5. Personal Flotation Devices - number supplied
6. 2 tow ropes/heaving lines - replacement cost \$25.00 / each
7. Fire extinguisher - replacement cost \$75.00
8. Paddles - replacement cost \$100.00 / each
9. 1 bailer - replacement cost \$25.00
10. 2 bumpers / fenders - replacement cost \$75.00 / each

YOU HAVE AGREED TO RENT THE FOLLOWING AND IF LOST OR DAMAGED TO PAY THE REPLACEMENT COST STATED:

1. 1 man tube - Replacement cost of \$300.00
2. Kneeboard - Replacement cost of \$500.00
3. 2 man tube - Replacement cost of \$400.00
4. Wake Sled - Replacement cost of \$1000.00
5. Wake Board - Replacement cost of \$1000.00
6. 3 man tube - Replacement cost of \$500.00
7. Surfboard - Replacement cost of \$1500.00
8. Waterskiis - Replacement cost of \$300.00 - \$1000.00

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS. I AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS


RENTER'S SIGNATURE

