

Anchor Inn & Marina BOAT WAIVER

This legal document is an agreement between [[Full Name]] [[Your Initials]] [[Phone Number]] of [[Address]] [[City]], [[State]] [[Zipcode]] herein referred to as "Lessee" and Anchor Inn and Marina, 3425 Salt Point Road, Watkins Glen, NY 14891, herein referred to as "Lessor".

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE OF \$2.00/MINUTE LATE CHARGE PLUS ANY ADDITIONAL LOSS OF RENTAL INCOME AND FEES DUE TO YOU BEING LATE.

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 AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) BELOW.

This is to certify that I the LESSEE am experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

I HAVE READ BOTH THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Special Terms and/or Conditions:

- 1.) Must stay minimum 300 ft. from all shore lines, docks and all other boats. Unless you have permission from Anchor Inn & Marina, docking at any other dock is STRICTLY PROHIBITED and may be subject to a \$50 - \$200 fine if caught doing so. [[Your Initials]]
- 2.) Must stay south of Glenora Point, unless Lessee accepts all tow charges north of Glenora Point (approximately 10 miles north on Seneca Lake.) These charges may exceed \$300 plus. [[Your Initials]]
- 3.) Must stay in the lake. Do not go down canals North or South. Do not go behind break wall at North or South end of lake. Do not go into any other marina. NO OVERNIGHT DOCKING IN ANOTHER LOCATION - BOATS MUST BE RETURNED AT 8PM EACH EVENING EVEN WITH MULTI-DAY AND WEEKLY RENTALS - Docking at any unauthorized location is subject to a \$50-200 additional fee. [[Your Initials]]
- 4.) NO PETS ARE ALLOWED IN OR ON THE BOATS OR THE TUBES. [[Your Initials]]

I the LESSEE further agree:

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that 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 his/her custody.
2. Cash bond deposit (as provided in the statement of charges) 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; or to be applied to the rental charges upon return of the craft by LESSEE.
3. 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 and/or narcotics;
 - d. by any other person not the signatory of this agreement, or not equally qualified.

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4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that 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 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 of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of LESSOR.

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

7. 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.

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

9. The rules and regulations contained herein and as posted in the office, on the craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands sail rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s), will obey the rules.

10. If customer damages boat while they are renting, customer is responsible for damages plus any future loss of rentals until boat is able to be rented again.

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

12. No refunds on early returns, inclement weather or rough lake conditions.

13. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT. [[Your Initials]]

Lessee Information:

Driver's License Number: [[Driver's License Number]] Vehicle License Plate: [[License Plate]]

SSN# [[Social Security Number]] this information is required by our insurance company. If you do not wish to provide this we cannot rent you a boat. You may provide this information in person when you arrive.