

BOAT & EQUIPMENT RENTAL AGREEMENT

Boat & Equipment Rental Agreement made between **Ecology Outfitters**, Sheboygan, Wisconsin, herein called Lessor and the undersigned herein call Renter.

1. **In addition to regular charges, the following charge may be levied:
-A charge of \$15.00 for each hour or part thereof for equipment returned late.**
2. Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify Lessor of any incidents or injuries occurring while renting boats.
3. **Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair.**
4. **Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.**
5. **RECOGNITION OF RISK;** Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property; **Renter is aware of those risks and understands them.** Renter acknowledges that lifejackets are made available for use while boating, and that **all boaters are required to wear lifejackets while operating a rented boat.** Renter understands that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. **Renter expressly assumes the risks of the activity.**
6. **RELEASE OF LIABILITY;** Renter hereby **RELEASES** Lessor, its owners and its employees from liability for negligence, and **HOLDS HARMLESS** the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat.
7. This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including this provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said Equipment. The laws of the State of Wisconsin shall govern this agreement.

**NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY
RESULT IN PAYMENT OF DAMAGE!**

I have read and understand the above. I agree to the terms and conditions as stated.

Name: (print) _____

Signature: _____

Date: _____

Kayak, Paddle, PFD, Spray Skirt, Pump, Paddle Float

\$50 per day (calendar day)

Long Term Rental (5 or more days) \$40 per day (calendar day)

Weekend Rate \$100 (5 Pm Friday to 11 Am the following Monday)

(An agreement may be made for late day pick ups and early morning returns where the normal calendar day rate may not be applied. Please discuss your needs with our staff.)

Kayak: _____ # _____

Paddle: _____ cm

PFD: Size _____ **Color** _____

Skirt: ____ **Pump:** ____ **Paddle Float:** ____

Date Out: _____ **Time:** _____ AM PM

Date Return: _____ **Time:** _____ AM PM

Renter: _____

Address: _____

City: _____

State: _____

Phone: _____

Divers License Number: _____

Credit Card: _____

Credit Card Number: _____

Expiration Date: _____