

BOAT RENTAL AGREEMENT AND WAIVER



This Boat Rental Agreement between ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES and the Renter was executed on _____.

RENTER INFORMATION

Name: _____ Email: _____

Home Address: _____

Phone Number: _____

Boat Name: _____ No. of passengers: _____

SECURITY DEPOSIT

- A security deposit is required.
- The security deposit authorization in the form of cash or credit card will be returned after the rental boat is inspected by a representative of THE LODGE AT BLUE LAKES.
- The representative will determine that there are no damage(s) due to negligent operation of the boat, such as but not limited to:

- Dent(s)
- Damage to the fiberglass
- Damage to the exterior and inter surfaces
- Damage to the radio
- Damage due to smoking
- Missing item(s) such as life jackets, paddles, and boat key
- Additional cleaning

Cash Deposit Received By:

Name: _____

Date: _____

Signature _____

INITIAL
HERE:

ALL SALES FINAL. ABSOLUTELY NO REFUNDS.

- Any additional hours that have not been paid in full shall also be deducted from the security deposit.
- In the event that the inspection reveals damage(s), missing item(s), and/or additional cleaning needed, then The Lodge at Blue Lakes will impose a charge to be deducted from the deposit. If the deposit is not sufficient to cover the charge(s), the Renter shall be responsible to pay the difference in the amount owed.
- If you tow people behind the boat and put extra Stand Up Paddle boards (SUP) in the boat, you will lose your security deposit.

WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

In consideration of ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES agreeing to rent a vessel to me, I hereby agree to the following:

1. I will be familiar with and comply with all California and United States Coast Guard safety/navigational rules and regulations for boating on the waterways on which I intend to use the rented vessel.
2. I agree and will comply with all of ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES's requirements, rules, and instructions governing the use of your vessels.
3. I have received and reviewed a copy of ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES's requirements, rules, and instructions governing the use of your vessels.
4. I FULLY REALIZE THE POTENTIAL HAZARD IN OPERATING AND RENTING VESSELS.
5. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES, its officers, club members, employees, agents, or servants, its affiliated companies, about or upon the premises of ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES and/or while using the vessel rented to me by ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES.

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HERE:

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES, its officers, club members, employees, agents, or servants, of and from all claims (first or third party) which may hereafter develop or accrue to me on account of, or by reason of, any injury loss or damage, which may be suffered by me or to any property, because of any matter, thing or condition, negligence or default whatsoever, and I hereby assume and accept the full risk and danger of any hurt, injury or damage which may occur through or by reason of any matter, thing or condition, negligence or default, of any person or persons whatsoever.

INITIAL
HERE:

IT IS THE INTENTION OF THIS RELEASE AND WAIVER FORM TO EXEMPT AND RELIEVE ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES'S NEGLIGENCE, AND TO BE AS BROAD AND INCLUSIVE A RELEASE OF LIABILITY AS IS PERMITTED UNDER THE LAWS OF CALIFORNIA.

BOAT RENTAL AGREEMENT AND WAIVER



I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY.

I acknowledge that I have been fully and completely advised of the potential dangers involved on the activity of boating. To satisfy ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES that I have been advised and am fully aware of the legal consequences of signing the within instrument I have affixed my signature to the bottom of this section.

SIGN HERE IF YOU AGREE: _____

INITIAL
HERE:

I hereby forever release and waive my right to bring suit against ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES, along with its owners, officers, directors, managers, officials, trustees, agents, employers, contractors, volunteers, landlords, lessors, licensors, other representatives, or affiliates, in connection with exposure, infection, and/or spread of COVID-19 related to utilizing The Lodge at Blue Lakes' services and premises.

RULES AND REGULATIONS

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1. You must be at least 21 years old to drive and rent any of our boats. Blue Lakes is a NO WAKE lake, always follow the 5 MPH speed limit.
2. Please leave life jackets, paddles, and boat key on board after watercraft rental is over.
3. All of our watercrafts are to stay at least 50 feet away from the shore. If you beach the watercraft and it causes any damage, you will be responsible for the cost of repair and/or cost of the damage to the boat.
4. Unsafe operation, ramming, or splashing is not allowed and will terminate rental use.
5. Rental watercrafts may not be used for any unlawful purpose.
6. Conduct a head count before starting the engine.
7. Always remain seated while the boat is in motion.
8. Absolutely no sitting on the bow, sides or stern.
9. Horseplay is never allowed – no spraying or splashing others; no wake or wave jumping.
10. Keep gates closed and participants seated inside the gated area at all times when engine is running.
11. In the State of California, it is a crime to operate a boat or personal watercraft under the influence of drugs or alcohol.
12. Report any accident, hazardous situation, malfunction or breakdown of watercraft immediately.
13. Watch out for water hazards such as floating and submerged trees in the water. Boat contact with floating or submerged trees may damage the propeller. You will be charged for the damage on the propeller.
14. No littering. A minimum charge of \$100 and up for cleaning/replacement fee for any food or alcohol stains.
15. No smoking. A minimum charge of \$500 and up for the cost of damage to the upholstery and/or fiberglass of the boat.
16. No glass containers.
17. In the event that you dock and launch anywhere other than ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES, be aware that the other resorts may have metal pieces projecting from other docks. These may scratch and/or damage the boat you rented. You will assume all responsibility for any damages to the boat.
18. Do not remove the top cover of the boat. If removed there will be a \$100 charge.
19. The use of life vests are mandatory.
20. Do not tow people behind the boat and do not put extra Stand Up Paddle boards (SUP) in the boat. You will lose your security deposit for non-compliance.

PHOTO CONSENT

INITIAL
HERE:

This provides agreement that all photos taken by ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES'S photographer in a public setting — the dock, the lake, the grounds leading to the dock, are owned by ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES.

GOVERNING LAW

This agreement shall be governed under the laws of the State of California for ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES, 5135 West Highway 20, Upper Lake, CA 95485. The undersigned, hereby agreed that both the Owner and the Renter read this Boat Rental Agreement and acknowledge it.

PRINTED NAME: _____ SIGNATURE: _____

If signing for a minor(s): I am the parent or legal guardian of the minor(s) named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this release for the minor(s) named below.

NAME OF MINOR(S) _____

BOAT RENTAL AGREEMENT AND WAIVER



SIGNATURES

A signature is required from **each** participant boarding the rental watercraft.

Name (please print)

Signature

Name (please print)

Signature

Name (please print)

Signature

Name (please print)

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