



BOAT RENTAL AGREEMENT, WAIVER & RELEASE OF LIABILITY

Date: _____

Renter Information

Name: _____

Phone: _____

E-mail: _____

Driver's License State & No.: _____

Credit Card No. _____ Exp: _____

CV Code: _____ Billing Zip: _____

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Double J International Holdings Inc. dba Cherry Pocket Fish CMP ("Boat Owner") agrees to rent the Boat listed below to Renter (identified above) for the time specified and subject to all terms and conditions set forth below.

Boat Identification: _____ Rental Date: _____

Start Time: _____ End Time: _____

1. **Inspection of Equipment.** Boat Owner certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.

2. **Damage to Equipment.** Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that Boat Owner reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental.
3. **Prohibited Activities.** The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
 - a. Smoking;
 - b. Operating the boat while intoxicated;
 - c. Operate the boat with more people on board than the boat is rated for;
 - d. Allowing pets weighing more than 25 lbs
 - e. Allowing more people on the boat than what the boat is rated for;
 - f. Jumping, swimming of the boat.
 - g. **Operating boat before sunrise or sunset or reduced visibility (fog, rain, haze, etc.)** The boats are not equipped with lights.
4. **Life Jackets.** One approved Type I, II or III is supplied by Double J International Holdings Inc. for each adult, youth or child on the boat. Any person under the age of 16 must wear their life jacket at all times. Pets should wear a life jacket at all times. (not provided by Double J International Holdings Inc.)
5. **Wildlife in the water.** Be very aware, Lake Pierce has alligators, poisonous snakes of other species that will harm you. DO NOT swim in the lake or allow your pets to swim in the lake.
6. **Renter Warranties and Representations.** Renter represents and warrants the following:
 - a. That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times;
 - b. That he/she is adequately familiar with the operation of the boat;
 - c. That he/she will operate the boat in a safe manner at all times;
 - d. The he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat;
7. **Cancellation Policy.** If Renter cancels his / her reservation within 7 calendar days of the reservation, Renter shall forfeit the deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate date. If inclement weather causes the rental period to end prematurely, the rental rate shall be prorated based on the time used. 8. **Life Jackets.** Any person under the age of 13 must wear a life jacket at all times while on the boat. All persons must wear life jackets while swimming from the boat.

8. **Governing Law.** This Agreement is governed, construed, and administered according to the laws of Florida, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Florida.
9. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Dated: _____

Renters Signature: _____

Double J International Holdings Inc., dba Cherry Pocket Fish CMP

Authorized Representative: _____

Fill out our waiver & release of liability form below to finalize your rental agreement.

Waiver & Release of Liability Form

- CONFIRMATION NUMBER: _____
- There are many risks and dangers associated with boating and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death that can arise from the negligence of others, your own negligence, weather conditions, acts of God, water conditions and your own experience and abilities.

For your own safety and the safety of your friends and family who may be participating in your rental activity it is important that you understand the risks and explain and manage them to every member of your party.

- Initial*

- **ACKNOWLEDGEMENT OF RISKS**

I/We acknowledge that the following lists of hazards describe some but not all of the potential risks or injuries while boating.

- Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in water, other watercraft, docks & shore walls.
- Injuries from falls, strain on joints, neck or spine from pounding of waves or collisions
- Injuries from capsizing, hypothermia, exposure to water and sun or falling in or from boat.

Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to port immediately.

- Initial*

- **ASSUMPTION OF RISK AND RESPONSIBILITY**

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. We understand that at the total discretion of Double J International Holdings Inc. dba Cherry Pocket Fish CMP this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft. I/We understand that any film, video, photo or image of me/us while operating the rental watercraft may be used for promotional or social media purposes.

- Initial*

- **RELEASE OF LIABILITY**

In consideration for the services provided by Double J International Holdings Inc. dba Cherry Pocket Fish CMP in the rental of a watercraft, I/We for myself and any minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that Double J International Holdings Inc. dba Cherry Pocket Fish CMP shall have no liability for any injury, death, or damage however caused by operation of the watercraft and I/We release and discharge Double J International Holdings Inc. dba Cherry Pocket Fish CMP and its insurer for any damages or injuries however caused.

- Initial*

- I/We have read the warnings, acknowledgement of risks, assumption of risks and release of liability. I understand that by signing this document I/We may be waiving our legal rights.

Renter(s) Name: _____

Renter(s) Signature: _____

Email Address: _____

Date: _____