

# SMALL WATERCRAFT RENTAL AGREEMENT



NAME \_\_\_\_\_ Reservation # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE #'s \_\_\_\_\_ EMAIL \_\_\_\_\_

DATE OF TRIP \_\_\_\_\_ ARRIVAL: \_\_\_\_\_ DEPARTURE: \_\_\_\_\_

*I/We* \_\_\_\_\_, *understand:*

Upon making reservation, a booking deposit amounting to one days rent will be charged to my credit card. Remaining rental fee will be paid 30 days prior to boarding or my reservation will be cancelled, and my deposit will be forfeited. Upon arrival a hold of \$1,000 will be placed on my credit card to act as security deposit. The security deposit will be used as payment for cost of labor and repair of rental if any damage occurs. No gasoline may be charged against the deposit and NO CASH will be refunded. A minimum cleaning fee of \$100 will be charged for all boats returned unclean. A late charge of \$100 per hour or any part of an hour will be charged for late returns.

*Initial* \_\_\_\_\_

**All cancellations must be in writing.**

- Any cancellation, which is received 30 or more days prior to the scheduled boarding date, will result in a refund of your booking deposit minus 3% of total charges.
- Any cancellation received 30 days or less prior to the scheduled boarding date will result in loss of half of your booking deposit.

***We regret we cannot make exception to this policy for personal emergencies and deposit may not be rolled from a cancellation year.***

*Initial* \_\_\_\_\_

**All changes must be in writing.**

- Reservation changes made 15 or more days prior to the scheduled boarding date will be processed upon payment of a \$225 change fee per ski boat.
- Reservation changes made less than 15 days prior to the scheduled boarding date will be processed upon payment of a \$500 change fee per ski boat.

*Initial* \_\_\_\_\_

Shasta Marina Resort is not responsible for any loss due to equipment failure, weather, illness, accident, change in plans, or scheduling changes that may be required due to low water condition or encroachment into eagle habitat.

*Initial* \_\_\_\_\_

Gas tanks will be filled at renter's expense upon return of rental.

*Initial* \_\_\_\_\_

I understand that water-oriented activities can, by their very nature be dangerous and can result in serious injury and even death. I know that it is my responsibility to abide by the established rules of this facility, laws of Boating Regulation of the State of California and County of Shasta, and by the use of common sense and respect for others, and to see that the members of my party do likewise. Any persons driving watercraft should be 18 years of age or older.

*Initial* \_\_\_\_\_

WAIVER AND INDEMNIFICATION I agree to waive my rights to bring any and all claims and suits that may arise from the inherent risks discussed above against Shasta Marina Resort at Packers Bay, its officers, directors, managers, employees and agents. This waiver includes death or injury claims and also property damage claims. I agree to indemnify Shasta Marina Resort from any claims brought by any of my family members, guests, friends, passengers and invitees who have voluntarily agreed to accompany me on this rental and will be subject to the inherent risks discussed above. This indemnification includes either my paying for or reimbursing Shasta Marina Resort for all its costs of defense, attorney's fees, experts' fees and court costs.

*Initial* \_\_\_\_\_

**USE OF FIREWORKS, LAUNCHING OF WATER BALLOONS, GOLF BALLS, ETC., ADDING PERSONS ABOVE MAXIMUM CAPACITY OR STORING GAS CANS ON SKI BOAT IS CAUSE FOR DEPOSIT AND BOAT FORFEITURE.**

*Initial* \_\_\_\_\_

**I HAVE READ AND AGREE TO THE CONDITIONS OF THE ABOVE RENTAL AGREEMENT.**

**I AM OVER 25 YEARS OF AGE.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*