



Each of the undersigned Lessee and Crew members agrees as set forth below:

I HEREBY CERTIFY THAT I HAVE READ AND ACCEPT TERMS AND CONDITONS AS PRINTED ON REVERSE SIDE OF THIS DOCUMENT.

I RELEASE AND WAIVE ANY RIGHT TO ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING FROM MY, MY CHILD’S, OR MY CREW’S PARTICIPATION IN THIS PROGRAM REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO ANY ACTION OR NEGLIGENT ACTION OF THE UNDERSIGNED, THE CLUB, AND THE OFFICERS, DIRECTORS, TRUSTEES, STAFF, EMPLOYEES, AND AGENTS OF THE CLUB OR ANY OTHER PROGRAM PARTICIPANT; and

I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS OF LITIGATION) THE CLUB, AND THE OFFICERS, DIRECTORS, TRUSTEES, STAFF, EMPLOYEES, AGENTS OF THE CLUB, ANY THIRD PARTY, OR REPRESENTATIVES (“INDEMNITEES”) FROM ANY AND ALL LIABILITY FOR INJURY, BOTH OF PERSON AND PROPERTY, OR DEATH OR OTHER LOSS OF ANY KIND SUFFERED BY ME, MY CHILD, OR MY CREW IN CONNECTION WITH THIS PROGRAM, REGARDLESS OF CAUSE, INCLUDING THE ACTION OR NEGLIGENT ACTION OF THE UNDERSIGNED, THE INDEMNITEES OR ANY OTHER PROGRAM PARTICIPANT.

Further, I hereby grant permission to the Club or assigned photographer any right or permission to use photographic images of me, my child, or my crew on the sailboats, paddle boards, or kayaks, or on the docks, or in which I or my child may be included with others, to use and/or publish individually or in conjunction with any printed matter, in any and all media, and for any legal purpose whatsoever, including but not limited to illustration, promotion, advertising, etc. I warrant and have the right to authorize these uses and hereby agree to hold the Club, who shall have the sole right to these photographs, harmless of any and all liability in perpetuity.

Lessee (or Parent/Guardian)

(Print Name of Lessee or Parent/Guardian for those under 18 years) _____
(Signature) _____
(Date)

(Erie Yacht Club Member Number) _____
(Name of Lessee homeowner insurer)

List of Crew

(Print Name) _____
(Signature) _____
(Date)

(Print Name) _____
(Signature) _____
(Date)

(Print Name) _____
(Signature) _____
(Date)

(Print Name) _____
(Signature) _____
(Date)



The Erie Yacht Club Boat Rental Program

Terms and Conditions

The following terms and conditions shall govern the renter's ("Lessee's") use and access to the Erie Yacht Club ("Club" and "Lessor") Boat Rental Program:

Available Watercrafts:

Watercrafts available for rental include J-22 sailboats, kayaks, and paddle boards.

Pricing:

Pricing rates shall vary depending on the date and time selected and watercrafts to be rented. The Lessee shall be charged for an extra full rental period if the Lessee is more than fifteen (15) minutes late returning the rented materials.

Payment and Guaranty:

The Lessee shall provide both his or her Club member number as well as credit card information to be used for payment. Lessee authorizes the Club to charge to his/her Club Account or credit/debit card the agreed upon price to rent such crafts and equipment as well as to charge for any damages or loss of equipment.

Lessee shall also provide home insurance information. Finally, the Lessee shall provide the name and personal guaranty of parent/guardian if the Lessee is under the age of eighteen (18).

Cancellation Policy:

Lessor reserves the right to cancel this rental agreement due to inclement or impending bad weather, which will result in the return of prorated rental fees based on time use;

Lessor will impose the following cancellation fees in the event Lessee cancels reservation:

- Up to 72 hours in advance of scheduled rental; no charge
- 72 to 24 hours in advance of scheduled rental; 50% charge
- Less than 24 hours in advance of scheduled rental; 100% charge

"No Shows" or "Late check ins"; 100% charge.

Information Required at Check-In:

Lessee and Crew are to arrive at least 30 minutes prior to start of rental period.

All Minors must be accompanied by a Parent or Guardian.

Upon arrival Lessee and all Crew members will be required to complete a Waiver of Liability Form.

Lessee will be required to provide name if Home Owners insurance for surety against possible damage claims.

Area of Use

Lessee acknowledges that use of rental equipment will be limited to use on waters commonly defined as Presque Isle bay and its lagoons. Use of rental equipment in Lake Erie is prohibited.

Responsibilities of Lessee:

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 made available to him/her, and further certifies that he/she has read and understands the rules and regulations.

Lessee agrees to report any accident, malfunction, or breakdown of rental craft to Lessor immediately.

Lessee will maintain both craft and equipment in a safe, dependable condition while he/she has custody. Lessee agrees that said craft will not be occupied by a greater number of persons that is shown in this rental agreement.

Lessee agrees not to use, nor permit the use: (1) of the rental craft for any unlawful purpose; (2) of the rental craft in a careless or negligent manner; and (3) by any other person not the signatory of the agreement.

Lessee agrees to assume all risks and accept full responsibility associated with Lessee or Lessee's child's participation in Program. Lake Erie and its bays are dynamic bodies of water, upon which weather conditions may change dramatically; Lessee acknowledges that sailing, paddling, and kayaking are hazardous action sports that can cause death or severe injury by numerous causes including, but not limited to, drowning, hypothermia, and other severe injury. Lessee further acknowledges that permanent disfigurement and/or disability can result from these activities due to broken bones, lacerations, contusions, skin puncture, and other injuries. Lessee hereby acknowledges and accepts full responsibility associated with foreseen and unforeseen risks inherent in such activities.

Lessee agrees and understands that Lessee or Lessee's child shall wear a Coast Guard Approved personal flotation device (PFD) at all times in the sailboats, paddle boards, or kayaks and on the docks or onsite. Lessee certifies that Lessee or Lessee's child is capable of swimming a reasonable distance unassisted and/or tread water for a reasonable amount of time while wearing a PFD.

Lessee agrees to assume the obligations for the expenses of repair and/or replacement of damaged program equipment that is attributable to Lessee or Lessee's child's behavior. Lessee understands that Lessee or Lessee's child may be removed from the program without refund if Lessee or Lessee's child's behavior is deemed inappropriate or unacceptable by the Club or an agent of the Club.

Lessee agrees and certifies that Lessee or Lessee's child is of good health to be able to operate a sailboat, paddle board, or kayak.

While the Program will perform a résumé review for its own purposes, Lessee agrees and certifies that Lessee or Lessee's child is experienced and competent in all aspects of handling and operating a sailboat, paddle board, or kayak, and that Lessee or Lessee's child will only use the leased equipment, sailboats, paddle boards, and kayaks for their intended purposes.

Rights of Lessor:

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.

Lessor reserves the right to cancel this rental agreement due to inclement or impending bad weather, which will result in the return of prorated rental fees based on time use.

Miscellaneous Provisions:

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 then unenforceable.

Entire Agreement

THE TERMS AND CONDITIONS, THE RENTAL AGREEMENT, AND THE LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION FORM, WHICH THE LESSEE MUST SIGN, CONTAIN THE ENTIRE UNDERSTANDING AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

LESSEE HAS READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

(Lessee initials)