

Delavan Lake Sailing School
 1501 Cedar Pt. Dr.
 Delavan, WI 53115



BOAT RENTAL AGREEMENT AND RELEASE

Renter's Name		Phone	
Birth Date		Email	
Address			

The Delavan Lake Sailing School (the "DLSS") agrees to rent the following boat (the "Boat") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided.

Boat Type		Vessel ID#	
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Check the Rental type - Sailing school use only ___ Sailing school and Saturday Races ___
 Sailing School, Saturday Races and Regattas ___

OFFICE
 USE
 ONLY

Day Out		Expected Return Date	
Rate		Total	
Security Deposit		Total	
Total Amount		Total Due	

DLSS
 Authorized

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE DLSS FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY THE DLSS AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge the DLSS, its agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and the DLSS.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless the Delavan Lake Sailing School (DLSS), its, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by the DLSS, and any applicable laws or regulations. Renter shall be responsible at all times for the safety of any and all passengers in the Boat.

3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the Boat:

- There is **no smoking** while in the Boat.
- There are **no alcoholic beverages or drugs** permitted in the Boat. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter or any of Renter's passengers.
- There are **no pets** permitted in the Boat
- There is **no fishing** permitted from the Boat during the operation or use of the Boat.

4. **Life Jacket Requirement.** A life jacket must be worn at all times by all people during use of the Boat.

5. **Unsafe Use.** If at any time the DLSS determines that Renter has engaged in an unsafe or hazardous use of the Boat, the DLSS may

notify the Renter that it is immediately terminating the rental agreement. Upon termination the Renter must return the boat to the DLSS immediately. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. The DLSS shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

6. **Condition of Boat upon Return.** The Renter shall return the Boat to the DLSS on or before the termination date on its trailer clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, accessories, rigging, sails, trailer and condition of fiberglass, with ordinary wear and tear being acceptable. Renter shall be responsible for any damage caused to the Boat during the rental period. The DLSS shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Boat exceed the amount of the security deposit, Renter shall be billed by the DLSS for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

7. **Sails Provided.** The renter will be provided one well used sail. The renter is responsible for providing a higher quality sail for race purposes should they desire. If the renter chooses to use the sail provided for X or C boats only, the renter must apply their family's "D" number onto the sail prior to use at any DLSS or DLYC event or any regatta.

8. **Late Return.** If Renter returns the Boat more than 3 days late after the predetermined date in, Renter shall forfeit his/her security deposit.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER		
<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>