

RENTAL AGREEMENT/WAIVER OF LIABILITY

BUCKEYE BOAT RENTAL, LLC has the right to hold the renter liable for any of the following:

- Failing to return rental boat in good condition, ordinary wear and tear excluded, damage to the vessel and lost or damaged equipment caused by accident or the intentional, reckless or misconduct of the renter or on-board participants and/or while under the influence of drugs and alcohol while under the rental agreement will be subject to charge.
- All damages, repairs, and replacements costs for the vessel and equipment will be documented and assessed with Buckeye Boat Rental, LLC, and renter in agreement. Renter is responsible for all charges are based on current replacement cost.
- Prop damage will result in an automatic \$200 fee.

ARRIVALS AFTER 30 MINUTES OF BOOKING TIME WILL BE CONSIDERED A NO SHOW AND BOOKING CHARGES WILL BE FORFEITED.

Cancellation Policy:

- If inclement weather occurs before your rental time, we will contact you to cancel or reschedule your reservation without penalty. If you experience inclement weather during your rental period, please return to the dock immediately or take the nearest shelter. Buckeye Boat Rental LLC will issue a credit or refund for the time that was missed.
- You must give a 72-hour notice of cancellation via email or phone. If a notice comes in less than 72 hours before the start of the rental agreement, we reserve the right to charge you 50% of rental booking fee. If cancelled in less than 24 hours before the start of the rental agreement, we reserve the right to charge 75% of rental booking fee. There will be no refunds for rentals that are returned early.

Rental Agreement:

- ALL RENTERS AND ANYONE OPERATING A RENTAL BOAT MUST BE AT LEAST TWENTY-FIVE (27) YEARS OF AGE AT THE TIME OF RENTING AND PROVIDE PROOF OF SUCH AGE
- Buckeye Boat Rental's ability to provide rental boat if reserved, is contingent upon and subject to the return of the boat by the previous Renter, or any other cause beyond the Buckeye Boats Rental's control.
- In the event of a malfunction, breakdown, or if any defect is discovered after the acceptance of the rental boat the Renter will immediately report it to the Owner by telephone at 704-464-2628. Continued use of the vessel shall be entirely at the Renters risk and this Renter assumes full liability of injury or damages to all persons and property that may become involved by its continued use, including but not limited to any damages to the boat rental or rental equipment.
- Renter agrees to not permit the use or operation of the rental under ANY of the following:
 - The rental boat for any illegal or unlawful purposes.
 - The rental boat in a careless and/or negligent manner.

- The rental boat while under the influence of any alcoholic beverages, narcotics; or any other drug (whether prescription or nonprescription) that may impair your ability to properly operate a vessel; all drug and alcohol laws still apply while operating the vessel on the water
- Fishing off the vessel is prohibited
- No glass containers or grills of any kind are allowed on the boat
- No Pets
- Pulling a tube behind the vessel is prohibited.
- Please no smoking on the vessel.
- Please do not beach the boat. All boats have appropriate anchoring equipment on board.
- Credit Card: A valid credit card must be provided onsite prior to departure to rent any boat
- Renter shall return the boat to the designated docking area clean, free of garbage and/or debris, and in the same condition as it was rented, apart from ordinary wear and tear. Any excessive cleaning will be subject to a \$75.00 cleaning fee.
- A major credit card authorization in the amount of \$300.00, will be retained by Buckeye Boat Rental for incidentals and fuel charges. After fuel expense and rental boat is returned in good condition, the remaining hold on the credit card will be returned to the Renter
- A \$20 RETURN LATE fee will be charged to the credit card on file for every 15 minutes that you are returning late to the dock. Please make sure you give yourself enough time to return the boat safely and on time.
- Fuel: Boats will be issued with a full tank of fuel at the start of rental. It is the renter's responsibility to manage fuel levels during rental agreement. If extra fuel is needed during the rental agreement, the Renter is responsible for purchase. The price to refuel the vessel at the end of the rental period is priced in the rental fee.

Waiver of Liability

I. DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Buckeye Boat Rental, LLC (for purposes of this Waiver and Release, the term “Buckeye Boat Rental, LLC” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Buckeye Boat Rental, LLC.) If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of the undersigned minor child(ren). Renter agrees that he/she will disclose to Buckeye Boat Rental, LLC, all potential operators, passengers, or uses of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Buckeye Boat Rental, LLC.

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks participating in watersport activities include: Changing water flow, currents, wave action and ship wakes; Collisions with any of the following: disembarkment from the dock or boat, embankment of land, Other participants (on board); Other boats; Manmade and Natural Objects; Collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, drowning, and/or the possibility of death: Attack by or encounter with insects and marina life forms; Equipment failure or operator error; Sense of balance, loss of coordination, ability to operate equipment, swim or follow directions; temperature; inclement weather, lightning, variances and extremes of wind, weather and temperature; Heat or sun related injuries or illness, including sunburn, sunstroke and/or dehydration of these risks is not complete and that unknown or anticipated risks may result in injury, illness, serious bodily harm or possible death.

III. EXPRESS ASSUMPTION OF RISK – The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by Buckeye Boat Rental, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to rental, operation, and/or use of the rental equipment. The undersigned assumes full responsibility for the risks or personal injury, accidents or illness, including but not limited to: sprains, torn muscles, and/or ligaments; fractures or broken bones; eye damages; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bites or attacks; shock, paralysis, drowning, and/or death and for any resultant expenses regarding any of the foregoing risks, injury, illness, damage or loss that might result, regardless of the cause even if the risks arise out of the negligence or fault of Buckeye Boat Rental, LLC.

I. WAIVER AND RELEASE OF LIABILITY – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Buckeye Boat Rental, LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor child or children under the undersigned's custody, care, and/or control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Buckeye Boat Rental, LLC, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Buckeye Boat Rental, LLC shall not be liable for any loss or theft of personal or private property. The undersigned specifically agrees that Buckeye Boat Rental, LLC shall not be responsible for such injuries, damages, and loss of theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BUCKEYE BOAT RENTAL, LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Buckeye Boat Rental, LLC.

II. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Buckeye Boat Rental, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's and the minor children under the undersigned's custody, care and control as a result of any and all activities related to the rental, operation, or use of the equipment provided by Buckeye Boat Rental, LLC, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BUCKEYE BOAT RENTAL, LLC.

III. NORTH CAROLINA LIFE JACKET LAW:

- Both North Carolina and federal regulations state that a personal floatation device in serviceable condition and of appropriate size should be accessible for each person onboard a vessel.

- North Carolina requires anyone younger than 13 to wear an appropriate life vest when on a recreational vessel.
- Children under six years old must wear a USCG approved life jacket at all times on any vessel less than 26 feet in length that is underway in North Carolina waters.
- Each person on a personal watercraft (PWC), such as a Wave Runner or Jet Ski, must wear a USCG approved life jacket.

Upon acceptance of this Waiver and Release, the Lessee(s) hereby acknowledge and understand that the laws pertaining to the use of Life Jackets is the sole responsibility of the Lessee(s) and shall indemnify and hold harmless Buckeye Boat Rental, LLC. This Notice Regarding Life Jackets is provided for informational purposes only. Lessee(s) are solely responsible for abiding by these laws and rules. Any citation(s) received for failure to follow these rules or safety regulations is the sole responsibility of the Lessee(s).

*****READ RELEASE BEFORE SIGNING*****

IT IS MY INTENTION BY THIS AGREEMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT (BUCKEYE BOAT RENTAL LLC), AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK ON CONNECTION WITH SWIMMING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR THE ORGANIZATION OF THIS ACTIVITY.