

## **Lake St. Clair Rental Company, LLC**

### **Master Rental Agreement**

## **Release of Liability**

### **Assumption of Risk:**

I acknowledge that boating and personal watercraft (PWC) activities involve inherent risks, including but not limited to injury or death, property damage, and loss of personal property. I voluntarily assume all risks associated with the rental and operation of any vessel or PWC, including risks caused by the negligence of Lake St. Clair Rental Company, LLC and its employees.

### **Release of Liability:**

To the fullest extent permitted by law, I release Lake St. Clair Rental Company, LLC, its officers, directors, employees, agents, and affiliates, from any and all claims, actions, or damages, including but not limited to personal injury, wrongful death, property damage, and loss of personal property, arising out of or in connection with the rental and use of any vessel or PWC.

### **Indemnification:**

I agree to indemnify and hold harmless Lake St. Clair Rental Company, LLC, its officers, directors, employees, agents, and affiliates, from any and all claims, actions, or damages arising from my use of any vessel or PWC.

### **Safety and Operation of Vessel:**

I agree to follow all safety instructions provided by Lake St. Clair Rental Company, LLC and to operate the boat in a safe and responsible manner. I agree to immediately report any accidents, injuries, or damage to Lake St. Clair Rental Company, LLC.

### **Governing Law and Jurisdiction:**

This release of liability waiver shall be governed by and construed in accordance with the laws of the State of Michigan, and any dispute arising out of or in connection with this waiver shall be resolved exclusively in the state or federal courts located in St. Clair County, MI.

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## General Vessel Rules and Policy

- Must be at least 21 years old with a valid boater safety certificate (unless born before June 30, 1996).
- No alcohol or drug consumption during vessel operation.
- Must follow all posted and enforced capacity limits.
- Passengers must remain seated while the vessel is underway.
- Obey all posted buoys and signage.
- No watersports permitted (e.g., tubing, skiing).
- GPS tracking is enabled on all vessels.
- Must comply with all return requests from staff, especially during weather events.
- Report any damage to the vessel to company staff as soon as possible.
- **Prohibited Use:** The Renter agrees to use the vessel only for personal pleasure and shall not use the Boat for any illegal purpose or in any manner that would violate any law or regulation.
- **Pets:** Pets are allowed on board only if the renter is confident the pet is comfortable on the water and will not cause any damage or disruption. The renter assumes full responsibility for any damage or cleaning required due to the pet, which may result in substantial deductions from the security deposit or additional charges if damages exceed the deposit amount.
- **NO SMOKING:** Smoking of any kind, including cigarettes, cigars, or open flames, is prohibited on board any vessel owned by Lake St. Clair Rental Company, LLC due to the risk of burns and fire damage.

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## Security Deposit and Damages

- A \$1,000 security deposit is required on the day of departure prior to leaving the dock.
- If there are any damages to the vessel or equipment not covered by an insurance claim, the cost of the repairs or replacement will be deducted from the security deposit. This includes the loss of any equipment onboard the vessel.
- Late return fees: \$50 per 15 minutes for non-PWC vessels. \$100 per 15 minutes for PWCs.
- The renter is responsible for any fines and/or penalties incurred during the rental period, such as parking tickets, speeding tickets, or other violations.
- If the total of charges due exceeds the amount of the security deposit, the renter will be responsible for paying the remaining balance.
- By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due.

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## Fuel Policy

Pontoons, Tritoons, and Runabouts

- All vessels are provided with a full tank of fuel at the start of the rental.
- Renters are charged for the fuel they use on boats based on consumption.
- Self-fueling is allowed but discouraged.
- Renters may opt to have the company refuel the vessel for a \$20 convenience charge plus the cost of fuel.

PWCs

- The cost of fuel used is included with the reservation, up to one full tank.
- If the PWC needs to be refueled before the rental period is concluded, the renter may refuel at a local fuel dock or may return to the Lake St. Clair Boat Rentals marina, where a dockhand will refuel for them.

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## Reschedule/Cancellation Policy

- Worry-free cancellation policy: Cancellations are allowed anytime prior to the scheduled pickup time for a full refund—no penalties.

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## Personal Watercraft (PWC) Rules and Conditions

### Safety & Operation Rules:

1. Maintain no-wake speed within 200 yards of shore, boats, swimmers, or docks.
2. No jumping or crossing wakes at speed.
3. No horseplay: no chasing, racing, stunts, or aggressive riding.
4. Riders must remain seated at all times during operation.
5. Life jackets are mandatory for all riders.
6. Safety lanyard must be attached to the operator at all times.
7. PWC operation restricted to Northern Bay: between Island Grill and Cabana Blue. GPS monitored. \$500 fine minimum for violation up to full security deposit. Our permits and coverages do not allow us to operate outside of this boundary.
8. No towing, tubing, or watersports.
9. Do not use or hang from the swim ladder while in motion.

10. Respect manufacturer's posted weight limit.
11. No alcohol or drug use while operating.
12. Operate only in water deeper than 3 feet.
13. No beaching PWCs.
14. Avoid all vegetation, weeds, and reeds.
15. Stay at least 100 yards from all vessels and other PWCs.
16. Do not follow in other vessels' wakes.
17. Max 2 riders or 350 lbs total—no exceptions.
18. Use IBR (Intelligent Brake & Reverse) only at slow speeds.
19. While in canals, only operate at idle speed.
20. Dock only on wood, rubber, or plastic pylons. No seawalls or noncompliant materials.
21. Lost key fee is \$250.

### **Damage Liability:**

- Renter is responsible for any PWC damage. A \$1,000 deposit is held; max liability for damage to the rented PWC is \$5,000.
  - All incidents must be reported immediately.
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## **Acknowledgement**

By signing below, I agree to comply with all rules, assume responsibility for my actions, and confirm I have read and understood the agreement.