

**Form 3**

**West Branch Marina  
Release and Indemnity Agreement  
Read Carefully Before Signing**

In exchange for renting one of the following watercraft: (circle appropriate vessel) Pontoon Boat, Runabout, Fish/Row Boat, Canoe/Kayak, Tube/Ski Equipment to me for my use, I agree and acknowledge as follows:

**Assumption of Risk:** To assume the risks incidental to such use, which risks may include, among other things, changing water and weather conditions, collisions with natural and manmade objects, wetness, muscle injuries, heat and stress related issues, cuts, lacerations, broken bones and death. I acknowledge that my use is entirely voluntary.

**Release and Indemnity:** On my own behalf my heirs, executors, personal representatives, administrators and assigns, to (1) release and discharge the Released Parties, named below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever ("Claims") arising out of or in any way connected with such boat or equipment rental: and (2) Indemnity and hold each of the Related Parties harmless against any and all Claims made or incurred in third parties in connection with such boat or equipment rental. My Indemnification obligations shall include, without limitation, all attorney fees and costs incurred by any of the Released parties through and including any appeals, I expressly agree that this release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction of any of the Released Parties, and covers bodily injury (including death) and property damage, whether suffered by me before, during, and after such boat rental.

**Released Parties:** The Released Parties are: West Branch Marina LLC, State of Ohio, Concessionaires and their respective parent, subsidiary and others affiliated or related companies, and the officers, directors, employees, agents, contactors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

**Authorization for Medical Treatment:** I hereby authorize treatment for myself, at my cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision or failure to provide medical treatment.

**Right of Publicity:** In connection with my participation, I further grant the Released Parties the right to photograph, film, and/or videotape me and further display, edit, use and/or otherwise exploit my name, face, likeness, voice, appearance, in all media, whether now known or hereafter devised, (including without limitation, in computer, or other applications, online webcasts, television, newspapers, and magazines) and in all promotional purposes, including without limitation, publication of event/activities, without compensation, residual obligations, reservation or limitation. Or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights herein.

I certify I am 18 years of age or older,

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Signature	Print	Date
<b>Form #4</b>		

West Branch Marina Rental Agreement

Rental Form # \_\_\_\_\_ Date \_\_\_\_\_ Clerk \_\_\_\_\_

**Rental of Boats without motors, please read #1-8 and #20**

**Rental of Boats with motors, please read and Initial Items #1-20**

1. We recommend very strongly that you wear life jackets at all time. Children (10 or under) are required by law to wear a life jacket at all times. Initial \_\_\_\_\_
2. No barbeque grills of any kind are permitted on our rentals. Initial \_\_\_\_\_
3. You will be liable for any injuries or damage caused in the event you overload the boat beyond the manufacturer's weight capacity tag. Initial \_\_\_\_\_
4. All rentals include required safety equipment. Initial \_\_\_\_\_
5. All boats and equipment must be returned by \_\_\_\_\_ or you will be assessed a late fee of \$25.00. Initial \_\_\_\_\_
6. All boats returned late will be charged the normal hourly rate per hour. If the rental is a Day Rate, the hourly charge will be above and beyond the day rate charge. Initial \_\_\_\_\_
7. I understand that if any boat, motor, and/or equipment is lost or damaged, I am responsible to pay the full replacement cost. Initial \_\_\_\_\_
8. There will be a \$35.00 cleaning fee assessed if the boat returns dirty or you take a pet aboard. Initial \_\_\_\_\_
9. You will be solely liable in any event if you are stopped by a Lake Patrol Officer for speeding in the no wake zone, any violation around the docks or in any other designated areas. A first time offender will be fined. No wake means that there is no wave in the water that is produced by your boat. No wave will occur by running at an idle speed. Initial \_\_\_\_\_
10. The cost of gasoline is extra. There will be a \$3.00 surcharge for oil on all two stroke engines. Initial \_\_\_\_\_
11. Absolutely No bow riding is permitted. By law, this is illegal. You must stay inside the boat railing at all times when the boat is moving. Initial \_\_\_\_\_
12. I will look at the condition of the prop before I go out and again upon my return. Initial \_\_\_\_\_
13. I am responsible for the cost of any repair to or replacement of a boat propeller that is damaged during my rental of any boat. Initial \_\_\_\_\_
14. I understand that I may purchase propeller damage insurance at the cost of \$10.00 for each motorized boat rented. Initial \_\_\_\_\_
15. If I do not purchase propeller insurance, and if a propeller is damaged during my rental of any motorized boat, I agree to pay \$200.00 for repair. Initial \_\_\_\_\_
16. Propeller insurance in no way released me from liability for damages done to the boat or motor (except for the propeller).

I will purchase propeller insurance and pay for the above fee.  
 Signature \_\_\_\_\_

I do not want to purchase the propeller insurance and will pay the required charge set forth above if the propeller comes back in any less condition than when it went out.  
 Signature \_\_\_\_\_

**Propeller Report (Excellent – Chipped – Poor)**

Out Condition \_\_\_\_\_ Clerk \_\_\_\_\_

In Condition \_\_\_\_\_ Clerk \_\_\_\_\_

17. No one under 18 may operate a powerboat unless permitted by State Law and individual has passed proper testing and/or has completed proper training and holds a boating license. Initial \_\_\_\_\_
18. Our rental boats are not to be used to tow other boats for any reason. Failure to comply with this will result in a \$100.00 charge to the person who has rented the boat. You may notify Marina about any boats in need of assistance. Initial \_\_\_\_\_
19. The marina clerk has shown me the condition of the propeller and I agree to pay for its replacement if it is returned in a condition any less than when it left the dock. Signature \_\_\_\_\_
20. I understand that the use and operation of any boat/equipment might be potentially dangerous and hazardous to me, others in my party or other persons at West Branch Lake. In consideration for this rental, I agree to defend, indemnity and hold harmless the West Branch Marina L.L.C., State of Ohio from and against any and all claims, demands, suits, settlements and judgments arising directly or indirectly out of the operation or use of the watercraft and equipment which is the subject of this rental. Initial \_\_\_\_\_

**Acknowledgment of Reading and Signing Rental Agreement**

I, \_\_\_\_\_ have read and hereby agree to the terms and conditions of the Rental Agreement set forth above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_