

SKIPPER MARINE OF MICHIGAN, INC.

3981 Cass Elizabeth Rd.
Waterford Twp. MI 48328
248-683-0200

Reservation/Rental Date: November 23rd, 2020

Order #:

Boat/Rental Type:

Customer Name:		
Driver's License #:		State:
Date of Birth:	Phone 1:	Phone 2:
Address:		
City:	State:	Zip:
Email Address:		
<hr/>		
Emergency Contact Information		
<hr/>		
Contact:	Relation:	Phone:

Rental Return Time:

Rental Period:

Rental Amount: \$0.00

Discounts: \$0.00

WTP:

CDW:

TAX (6.0%): \$0.00

TOTAL:

Cash Visa MC Discover PDP

Deposit Amount:

Damage, Late, And/Or Cleaning Fees:

Other Fees:

Discounts:

Deposit Refunded:

POS Attendant:

Your use of the boat(s) or equipment identified, including, but not limited to, waterskiing, tubing, knee boarding, and wakeboarding, and the use of equipment for such activity, is subject to the terms and conditions set forth in this Agreement.

DEFINITIONS: Customer: The person(s) signing the contract. SKIPPER MARINE OF MICHIGAN, INC.: The Lessor of the boat(s) and/or equipment to Customer.

TERMS: SKIPPER MARINE OF MICHIGAN, INC. agrees to rent to Customer the described boat(s), and/or items and equipment described above and in the Boat Check Out/In Sheet (the "Rentals") for the time period indicated above. Customer accepts full and complete delivery of the Rentals and shall be responsible for the operation and charges incidental to the use of the Rentals during the use period. Customer further represents that all information he/she provided to SKIPPER MARINE OF MICHIGAN, INC. is true and correct. Customer agrees to pay all fees and other charges provided for in this Agreement.

SECURITY DEPOSITS: Customer will deposit with SKIPPER MARINE OF MICHIGAN, INC. a security deposit in the amount stated above and Customer agrees that this deposit shall be for the use of by SKIPPER MARINE OF MICHIGAN, INC. pursuant to the terms of this Agreement. This security deposit may be applied to satisfy any obligations of Customer but the existence and application of the security shall not excuse the Customer from the performance of any obligation in this Agreement. Customer is responsible for and shall pay for any and all damage to the Rentals including lost, broken, stolen or damaged Rentals, and Customer may subsequently be charged for the same. Customer's liability is not limited to the amount of the Customer's security deposit and said security deposit will be increased for the repair of any damages of loss of Rentals and such charges for consumable items as may have been used and not paid during the term of the use period. A claim of no signature for the damage charges will be considered nonapplicable and charges will apply. Customer hereby gives permission to apply any and all applicable charges to Customer's credit card listed above now and at later dates to cover all damage estimates to said boat(s). In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by SKIPPER MARINE OF MICHIGAN, INC. shall be returned to the Customer within 30 days of the termination of this contract. Customer will be responsible in excess of the security deposit for damages or loss not covered by the Collision Damage Waiver (if purchased and applicable).

ASSIGNMENT: Customer will use said Rentals for their own use and Customer shall not assign or sublet the Rentals for hire. Customer will comply with all federal, state and municipal laws and regulations applicable to Customer's use. Customer will operate said Rentals in a careful and prudent manner. If Customer fails to comply with this Agreement, then SKIPPER MARINE OF MICHIGAN, INC. or its agent is hereby authorized to repossess the same at any time without interference from Customer or any person in possession of the same for which the Customer shall be further responsible for all costs occasioned thereby.

LIMITATION OF WARRANTY: SKIPPER MARINE OF MICHIGAN, INC. makes no representations, warranties, expressed or implied, except as otherwise contained in these Agreements. CUSTOMER IS ACCEPTING THE RENTALS "AS IS", INCLUDING THE EXCLUSION AND DISCLAIMER OF ALL IMPLIED WARRANTIES, WHICH INCLUDE (BUT ARE NOT LIMITED TO) THE IMPLIED WARRANTY OF GOOD WORKMANSHIP, THE IMPLIED WARRANTY OF FITNESS, AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

BOAT RENTAL FEE DOES NOT INCLUDE COST OF GAS & OIL USED NOR DAMAGES AND IS AN ADDITIONAL CHARGE.

AUTHORIZATION: Customer and Authorized Users hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. Customer and Authorized User agree to pay all costs of rescue and/or medical services as may be incurred on their behalf. Customer and Authorized Users agree that any film or photographs of SKIPPER MARINE OF MICHIGAN, INC. and participants, becomes SKIPPER MARINE OF MICHIGAN, INC. property and may be used for promotional or commercial purposes. Customer hereby authorizes SKIPPER MARINE CORP to apply any and all applicable charges under this Agreement to Customer's credit card listed above to cover any and all damage estimates to said Rentals.

CONDITION OF RENTALS UPON DELIVERY: SKIPPER MARINE OF MICHIGAN, INC. hereby delivers the Rentals in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout ready for service. Customer certifies that Customer will examine all items and equipment before departure and agrees that the Rentals are safe, operable, and properly outfitted and found no defects except those noted in writing at the time of acceptance of delivery. Should the Customer not be present or not ready to accept delivery of the Rentals, for whatever reason, at the specified time, SKIPPER MARINE OF MICHIGAN, INC. reserves the right to rent the Rentals to someone else. Upon delivery of the Rentals to the Customer, and during the entire use period, Customer shall be responsible for the operation, control and possession of the Rentals, as well as all expenses associated therein, except as may be noted otherwise in this Agreement.

Running Expenses: Customer agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the Rentals during the use period, including, but not limited to, fuel and oil. Under no circumstances shall Customer contract for or agree to the payment of fees, charges or expenses in the name of SKIPPER MARINE OF MICHIGAN, INC.

Accident, Breakdowns, Upset: In case of any accidents with other boats or people, it is the responsibility of the Customer to contact the proper agency to report any and all accidents while the Customer is in control of the Rentals. At no time will Customer leave the scene of any accident. Remember boating accidents are like car accidents but in the water. In case of an accident, the Customer shall notify SKIPPER MARINE OF MICHIGAN, INC. and the local law enforcement immediately. Customer understands and agrees that in the event of a collision, accident or other casualty the Customer shall take whatever reasonable steps are required to minimize or mitigate any danger, damage, or injury. Customer further agrees to cooperate fully, as may be necessary or required with all investigations conducted by SKIPPER MARINE OF MICHIGAN, INC. or any governmental agency or department. No repairs may be performed to the Rentals without permission from SKIPPER MARINE CORP. The Customer will assume responsibility for the Rentals while they are in their possession and/or rental period. If Customer damages the Rentals, they will be repaired as quickly as possible. No replacement Rentals will be provided and no refund will be made for down time of the remainder of the rental period while the Rentals are being fixed due to Customer caused damage. Customer agrees to pay SKIPPER MARINE OF MICHIGAN, INC. for any and all damages and/or repair costs before taking possession of the Rentals to finish out the rental. SKIPPER MARINE OF MICHIGAN, INC. will determine if an additional security deposit will be required by Customer to keep said Rentals. The Customer agrees to pay for any and all damages to said Rentals, which include parts, labor, motor, props, out drives or other mechanical and moving parts while on lease, including lost rental revenue for down time. SKIPPER MARINE OF MICHIGAN, INC. will get a damage estimate as soon as possible. Customer understands it may take several days for all estimate(s) for damage caused to the Rentals. Customer will accept all estimate(s) for repair and pay SKIPPER MARINE OF MICHIGAN, INC. for it, plus state sales tax and credit card fees. Customer agrees to pay SKIPPER MARINE CORP for all time associated with the repairs and transportation of Rentals in accordance with the Service and Damage Policy separately provided to Customer. All Rentals must be returned to their dock area as specified by the rental attendant. Customer agrees that any damages caused by retrieving Customer's Rentals by SKIPPER MARINE OF MICHIGAN, INC., its agent, or the Sheriff's office will be considered damage caused by Customer and will be deducted from the security/damage deposit. Additional charges may be applied dependent upon redelivery. For instance, the entire amount of the security deposit shall be forfeited if a boat is upset or overturned and such payment shall be in addition to any other charges or damages or lost Rentals. If it shall become necessary for SKIPPER MARINE OF MICHIGAN, INC., and its agents, employees and officers, as well as its affiliated or related entities and their agents, employees and officers to employ collections agents or to initiate any legal proceedings for the purpose of compelling legal enforcement of any provisions in this Agreement, Customer agrees to pay all costs and expenses, including attorneys' fees, incurred by SKIPPER MARINE OF MICHIGAN, INC.. Customers who boat after normal business hours assume all risks associated with the operation of nighttime boating. All after hour breakdowns, damaged or lost Rentals, lost people, out of fuel boats are the responsibility of the Customer, including all emergency services needed by Customer to get said Rentals back to the point of origin. Customer assumes the risks of nighttime boating and the responsibility for all damage and emergency services needed. If Customer knows he or she will be out after dark, it is advised to check out all running lights on the boat(s) during daylight hours. SKIPPER MARINE OF MICHIGAN, INC. agrees that should the Rentals after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other causes outside the control of Customer and such damage or breakdown prevents the use of the Rentals by the Customer for a period of more than 10% of the agreed use period, the damage or breakdown not being brought about by any act or inaction of Customer, SKIPPER MARINE CORP shall at its sole option make a pro-rata return of rental fees to Customer or provide substitute Rentals.

Inventory and Redelivery: Customer shall be responsible for payment of damaged or missing Rentals. SKIPPER MARINE OF MICHIGAN, INC. is not responsible for any personal items lost or left on Rentals at the time of redelivery.

Operation and Limitation on Use: By signing this Agreement the Customer and Authorized Users acknowledges that he or she is familiar with the safe operation of the Rentals and knows all the rules and how to safely operate the Rentals. Customer and Authorized Users are responsible for making decisions on whether to use the Rentals in inclement weather, as everyone's abilities are different. The Customer and Authorized Users agree to accept complete responsibility and liability for any and all property damage or bodily injury to property or persons that may result from their use. This includes personal or bodily liability to themselves, family, relatives, friends or anyone arising from the use of the boat(s) or the water toy(s). Customer and Authorized Users further agrees to defend, hold harmless and indemnify Lessor from any property damage or bodily injury liability resulting from the rental, use, or handling of the Rentals. Customer certifies that Customer is over the age of 21 and that other Authorized Users. (an Authorized User is an adult who meets the requirements set forth in this Agreement have signed below but have not supplied the credit card for the security deposit and damages) fully understand and are experienced in the navigation and use of the Rentals. Customer and all Authorized Users (if any) further certifies, represents and warrants that Customer will at all times operate and use the Rentals in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Customer and all Authorized Users (if any) further warrants that at all times while operating and or using the Rentals, Customer will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations. With respect to the operation of the Rentals during the use period, Customer and all Authorized Users (if any) herein acknowledges that the operator of the boat is responsible for the safety and welfare of all passengers on the boat and other surrounding people and objects and thus agree to comply with all laws, Park rules and operating rules of SKIPPER MARINE OF MICHIGAN, INC. Any customer caught or observed breaking this Agreement is subject to loss of deposit. Operating Rentals under the influence of drugs or alcohol will result in your forfeiting of the damage/security deposit and confiscation of the Rentals and cancellation of this rental contract. Customer agrees that if the driver or user of said Rental is arrested for driving under the influence of intoxicants, all security deposits will be forfeited, plus any additional charges that may arise from said arrest. **DO NOT DRINK AND DRIVE!**

ADDITIONAL TERMS AND CONDITIONS:

INITIALS

_____ I UNDERSTAND THAT OPERATING AND USING A BOAT OR PERSONAL WATERCRAFT AND WATER SKIING INVOLVE SERIOUS RISK OF INJURY:

I acknowledge that water sport and water recreational activities are very dangerous and involve the risk of serious injury and/or death. Risks include, but are not limited to, changing tides and water flow, collisions, capsizing, inclement weather, heat or sun related injuries or illnesses, fatigue, physical or mental abilities, equipment failure, and operator error, all of which can cause serious injury, paralysis and/or death. My use of the utmost caution and strict adherence to rules, regulations, use of safety equipment and personal discipline may reduce this risk, but the risk of serious injury and/or death does exist. I understand that only adults who agree to all of the following, know and understand the rules and regulations for safe operation of the Rentals, and who have signed below are authorized to operate any boat(s) provided to me, and that I will not allow anyone else to operate the boat(s). I agree to wear a U.S. Coast Guard approved personal flotation device (lifejacket) while participating in the activity of riding or using any Rentals and I will also require my passengers to wear a life jacket. I am familiar with and will comply with all rules and regulations for safe operation of the Rentals.

_____ I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION:

To the fullest extent permitted by law, I agree to assume responsibility, whether detailed in the paragraph above or not, even those risks arising out of negligence by SKIPPER MARINE OF MICHIGAN, INC., marina operators, my passengers, riders, and/or all participants using or riding in or on said Rentals. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence of any/or passengers, riders, guests, SKIPPER MARINE OF MICHIGAN, INC. (or any of its agents, employees, or representatives), or any other passenger on said Rentals.

_____ I WILL COMPLY WITH TERMS AND CONDITIONS OF THE AGREEMENT: I willingly agree to comply with the stated terms and conditions for use of the Rentals while participating. If however, I observe any unusual significant hazard during my presence or participation, I will immediately bring such to the attention of SKIPPER MARINE OF MICHIGAN, INC.

_____ I AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY SKIPPER MARINE CORP FOR ANY INJURY I/WE MAY SUFFER OR CAUSE TO ANY PERSON OR PROPERTY:

I, for myself and on behalf of my minor children, heirs, assigns, personal representative and next of kin, hereby agree to defend, indemnify and hold harmless SKIPPER MARINE OF MICHIGAN, INC., its principals, members, directors, officers, agents, employees and volunteers, its affiliated or related entities and their agents, employees and officers and if applicable, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, (Collectively "Indemnities"), with respect to me or my minor children for any and all injury of any nature, including disability, death, economic losses, or loss or damage to person or property, even if caused, related to, or arising from a breach of the rental Agreement this Agreement, or the negligence of any other persons (including me, my children, passengers, or Indemnities(s)), to the fullest extent permitted by law.

I AGREE TO RELEASE SKIPPER MARINE OF MICHIGAN, INC. AND RELATED ENTITIES AND PERSONS FOR ANY INJURY I MAY SUFFER OR CAUSE TO ANY PERSON OR PROPERTY: I, for myself and on behalf of my minor children heirs, assigns, personal representative and next of kin, hereby release SKIPPER MARINE OF MICHIGAN, INC., its principals, members, directors, officers, agents, employees and volunteers, its affiliated or related entities and their agents, employees and officers and if applicable, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, if any, (Collectively "Releasees") with respect to me or my minor children for any and all injury of any nature, disability, death, economic losses, or loss or damage to person or property, even if caused, related to, or arising from the negligence of the result of my/our participation in the activity, even if caused the negligence of any other persons (including me, my children, or a Releasee(s)) to the fullest extent permitted by law.

I AGREE TO LIMIT THE LIABILITY (IF ANY) OF SKIPPER MARINE OF MICHIGAN, INC. TO THE VALUE OF THE RENTALS If it is determined by a court, judge, jury, or arbitrator, that despite the release, indemnity, and assumption of risk provisions above, that SKIPPER MARINE CORP is liable for any loss, damage, injury (including death) then I, for myself and on behalf of my minor children heirs, assigns, personal representative and next of kin, hereby agree that SKIPPER MARINE OF MICHIGAN, INC., its principals, members, directors, officers, agents, employees and volunteers, its affiliated or related entities and their agents, employees and officers - and if applicable, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, if any, in connection with services, the rental, or any obligation imposed by this Agreement or law to me, my children, and to all persons having contractual relationships with them, resulting from any breach of contract, statute, negligence per se, or negligent acts, error and/or omissions of SKIPPER MARINE OF MICHIGAN, INC., its principals, members, directors, officers, agents, employees and volunteers, is limited to the current depreciated value of the Rental as of the date of this Agreement.

I AGREE THAT WHAT I HAVE SIGNED CAN BE USED AGAINST ME IN COURT AND OTHER FORMAL OR INFORMAL PROCEEDINGS I fully understand and agree that this Agreement can be used against me in Court or any formal or informal proceeding, such as arbitration or mediation to establish that I knowingly and voluntarily assumed all risks, that operating and using the Rentals, is an inherently dangerous activity that carries substantial risks of serious bodily injuries to operators and passengers as well as to third persons and property, that I knowingly hold harmless, release and otherwise defend, and indemnify SKIPPER MARINE OF MICHIGAN, INC., its principals, members, directors, officers, agents, employees and volunteers, its affiliated or related entities and their agents, employees and officers and if applicable, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, if any, from any such injury.

I AGREE TO ARBITRATE ANY AND ALL POSSIBLE CLAIMS: Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or any or all disputes arising in connection with this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration pursuant to this Agreement shall be entitled to its reasonable costs and fees (including attorneys and expert fees).

This Agreement, the Check Out/In Sheet and the Boat Operation Checklist constitute the final integrated agreement. They supersede all prior oral or written agreements pertaining to the subject matter hereof, if any, and any statement, representation, promise or inducement not set forth therein is null and void and not binding on any of the parties. Nothing in this Agreement shall be deemed to create any kind of a relationship between the parties other than is outlined herein, and the parties do not intend this Agreement to benefit any other person than is expressly set forth herein.

If any provision or provisions of this Agreement is/are held to be invalid, illegal or unenforceable for any reason, all other provisions of the Agreement shall nevertheless remain in full force and effect. If any provision of this Agreement is determined to be inapplicable to any person or circumstance, the same provision or provisions shall nevertheless remain applicable to all other persons and circumstances.

By signing this Agreement, the Customer and Authorized Users (if any) herein certifies and agrees that they have read and fully understand the above Agreement and all terms, conditions, and an obligation outlined herein, and further certifies that Customer and Authorized Users are not now, nor will be, at any time during the operation or use of the Rentals, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Customer authorizes SKIPPER MARINE OF MICHIGAN, INC. to bill Customer's Credit Card for damages or additional service fees resulting from this rental. I / We have read and understand the rules and regulations of this Agreement and agree to abide by them and that I have given up right by signing the Agreement below. This Agreement shall be binding upon the heirs and successors of the parties, which includes Customer and the Authorized Users. The Check Out/In Sheet and Boat Operation Checklist are part of this Agreement.

Signed on this 23rd" day of November 2020

Customer: SKIPPER MARINE OF MICHIGAN, INC.

Customer Name:

By:

Customer Signature:

Additional Authorized Users:

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

**FOR PARENTS OR GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the child/children listed below, do consent and agree to his/her/their agreement that they are bound to the terms and conditions provided above.

Parent/Guardian Signature:

Date Signed:
