

# Lake Powell Rentals — Motorized Rental Agreement, Liability Waiver and Release

**INITIAL HERE**

RENTAL AGREEMENT

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
\_\_\_\_\_ DOB: \_\_\_\_\_

Home/Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_

State/Zip: \_\_\_\_\_ / \_\_\_\_\_ Driver’s License#: \_\_\_\_\_ Phone #:  
\_\_\_\_\_

SS# (Last 4): \_\_\_\_\_ Email Address:  
\_\_\_\_\_

In Case of Emergency Notify The Following:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**NO INDIVIDUAL MAY OPERATE OR USE LPR EQUIPMENT OR ENGAGE IN ACTIVITIES WITHOUT REVIEWING, INITIALING EACH PAGE, SIGNING AND DATING THIS AGREEMENT (INCLUDING THE WAIVER AND RELEASE).**

(The term “**Renter**” refers to each person or persons renting Equipment from **LPR**, **operating Equipment, signing this Agreement** or engaging in **Activities**)

**Terms:** In consideration of the covenant provided, **LPR** agrees to rent to **Renter** the **Equipment** (as described in the attached hereto and made a part hereof) and engage in **Activities** for the period indicated. **Renter** accepts full and complete delivery of the **Equipment** and shall be responsible for the operation and charges incidental to the use of the **Equipment** during the use period, including all **Equipment** outlined on the CHECK OUT/IN addendum, which is made a part hereof. **Renter** represents that all information provided to **LPR** is true and correct. **Renter** agrees to pay all rental fees and other charges or sums provided for in this Agreement. Renter agrees that any film or photographs of Renter and participants becomes **LPR** property and may be used for promotional or commercial purposes without compensation. LPR reserves the right, in its discretion, to refuse service to anyone at any time.

**Security Deposit:** **Renter** shall deposit with **LPR** a security deposit (or secure against a credit card) in an amount deemed adequate by **LPR** in its sole discretion (the “**Deposit**”). **Renter** agrees that the **Deposit** may be applied by **LPR**, in its sole discretion, to satisfy any obligation of **Renter**, but the **Deposit** shall not excuse **Renter** from its performance of any obligation hereunder. **LPR** may require up to 72 hours to accurately assess damage to **Equipment**. Should the cost of damage to **Equipment** not be immediately ascertainable, **Renter** agrees that **LPR** shall have the unfettered right to retain the **Deposit** in full until such damage can be reasonably ascertained by **LPR**. **Renter** shall be and remain solely responsible for any and all damage, loss or obligation that exceeds the **Deposit**, and **Renter** shall immediately pay such amounts to **LPR** upon demand.

**Condition of Equipment upon Delivery:** By initialing below, and unless otherwise indicated in writing by **Renter**, **Renter** hereby certifies that, prior to use: (a) **Renter** has examined the **Equipment** to its complete satisfaction, and (a) upon delivery by **LPR**, the **Equipment** is: (i) in good, operable condition and working order (ii) without material defect, (iii) properly outfitted for use by **Renter** and includes all supplies, parts and accessories required by law and otherwise necessary, and (iv) in clean and good condition throughout, ready for service. Upon delivery, and during the entire use period, **Renter** shall be and remain solely and exclusively responsible for the operation, control, condition and possession of the **Equipment**, as well as all expenses associated therewith. Should **Renter** for any reason not be present or not ready to accept delivery of the **Equipment** at the reserved time, **LPR** reserves the right in its sole and absolute discretion to rent the **Equipment** to another customer.

**BY INITIALLING BELOW, I HAVE CAREFULLY READ AND AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

Terms and conditions continued on next page **INITIAL HERE**

**No Assignment:** **Renter** may not assign, transfer or sublet the **Equipment** without the prior written consent of **LPR**.

**Damage Insurance:** Damage insurance is mandatory on all motorized rentals—no exceptions. Damage insurance limits **Renter**’s liability for damages to the rented **Equipment** in the event of an accident. The cost of the mandatory insurance varies by equipment rented, as well the time frame of the rental, **but retains \$3000.00 in damage insurance across each policy. Damage above and beyond \$3000.00 could be the responsibility of the renter. Renter also understands that LPR will charge for damage at the time of the accident and that it will be the responsibility of the renter to submit a claim for reimbursement. As such LPR maintains the right to place a \$3000.00 “hold” on the renter’s credit card while on rental equipment. This hold will immediately be released once confirmation of no damage on the rental equipment.** This policy is NONREFUNDABLE and the cost will be included in your rental charges, and application of the insurance may depend on **Renter**’s compliance with the terms of this Agreement.

**Safe Operation:** As a condition of this rental, **Renter** certifies, represents and warrants that **Renter** and all authorized operators (a) ARE AT LEAST 18 YEARS OF AGE, (b) are listed on this Agreement and have been authorized by **LPR** to operate the **Equipment**, (c) are experienced in the proper and safe use of the **Equipment** or have received, understood, and will comply with **LPR**’s instructions regarding the proper and safe use of the **Equipment**, (d) will at all times operate the **Equipment** in a reasonable and prudent manner, having due regard for other watercraft, wakes, weather, passengers, swimmers, docks, shorelines, and all other attendant circumstances so as to not endanger the life, limb or property of any person, (e) use the **Equipment** for the designated purpose only,

(f) will not operate any Equipment while impaired in any manner, whether by alcohol, drugs, fatigue, illness, or any other condition that could affect safe operation of the Equipment, and (g) at all times while operating the **Equipment**, will follow and comply with all safety and navigation markers, signs and/or buoys all marked and posted operation restrictions regarding speed, wakes, area access and hazards, all written or verbal instructions of LPR, and all state, federal and local boating regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel. **Renter** is solely responsible for any citation or violation occurring during the use of, or as the result of using, the **Equipment**. Beginning on the effective date of any Utah watercraft operator safety-course or livery-briefing requirement applicable to this rental, Renter and each operator must provide proof of compliance or complete the required LPR safety briefing before operating the Equipment.

**Limitations on Use:** In addition to the other terms and conditions contained herein, **Renter** agrees to the following limitations on use of the **Equipment**: (a) identify all buoys; (b) always look in all directions for other water craft and hazards; (c) Stay at least 150ft from all other water craft; (d) Do not beach the **Equipment**; (e) Report all accidents or damage to **LPR** immediately; (f) operation restricted to daylight hours; (g) No weapons or drugs on the **Equipment**; (h) Only **Renter** and other authorized operators may operate the **Equipment**; (i) No pets aboard the **Equipment** without prior written permission from **LPR**; (j) Abide by all state, city, county and/or all federal laws; (k) No towing persons or other devices without prior written approval from **LPR**; (l) No more than the maximum number of passengers allowed, as stated on **Equipment**; (m) Strictly heed all written and verbal warnings; (n) Do not modify, alter, misuse or abuse the **Equipment**; (o) Do not operate in less than 5 feet of water; (p) Do not leave **Equipment** unattended for any period of time; (q) Obey all no wake area restrictions; (r) Do not attempt jumps or cross the path of another water craft; (s) Prevent collisions by staying away from other water craft and steering away from other water craft while applying appropriate throttle; (t) Board water craft from the stern (rear) only while the motor is off; and (u) Keep away from prop or jet pump at all times. Violation of any of the foregoing may, in **LPR's** sole discretion, result in forfeit of the rental and/or **Deposit** without refund of any kind, imposition of additional costs or fees, expulsion from the premises and/or refusal of rental service in the future. The operator of the **Equipment** is responsible at all times for the safety and welfare of passengers.

**Running Expenses:** **Renter** shall pay all fees, charges and expenses related to use and operation of the Equipment during the use period, including, but not limited to, fuel, oil, insurance and deductibles. **Renter** shall not contract for or agree to payment of fees, charges or expenses in the name of **LPR**.

**Accidents and Breakdowns:** In the case of a collision, accident or other casualty, **Renter** shall notify **LPR** immediately. **Renter** shall, in such an event, so far as possible without serious damage to person or property, render assistance to persons affected by the emergency as may be reasonably practicable to minimize or prevent damage or injury. **Renter** further agrees to cooperate fully, as may be reasonably necessary, with all investigations conducted by **LPR** or any governmental agency or department. No repairs of any kind may be performed with respect to the **Equipment** without written permission from **LPR**. Should the **Equipment** sustain mechanical failure after delivery during normal operation or become disabled or damaged so as to prevent the use of the **Equipment** by **Renter** for a period of more than 10% of the agreed use period, the same not being brought about by any negligence, fault or act of **Renter**, **LPR** shall refund a pro-rata share rental fees to **Renter**. The entire **Deposit** shall be forfeited if a motorized boat is upset or overturned, and such payment shall be in addition to any other charges, damages or loss.

**Inventory and Redelivery:** An inventory of equipment shall be furnished by **LPR** to the **Renter** at the time of delivery, which inventory **Renter** agrees is accurate unless otherwise noted in writing. **Renter** shall be solely responsible for payment of damaged or missing items. **Renter** shall keep the equipment in good running condition during use and shall surrender the equipment in as good and clean a condition as when delivery was taken. **Renter** is responsible for allowing sufficient time for unforeseen contingencies (such as water traffic) to permit **Renter** to return at the stated time. **A late charge of 25% of the rental rate for each half hour**, or any portion thereof, shall be assessed to **Renter** for any equipment returned after the agreed upon time. Before use, **Renter** is solely responsible for inspecting all **Equipment** carefully and to bring missing or damaged **Equipment** to the attention of **LPR**. Any discrepancies must be noted in writing on the rental agreement and/or check in/check-out form, which will be binding and conclusive. Failure to note to do so may result in a fee for damaged or missing **Equipment**. If needed, please ask **LPR** for assistance with inspection and/or instructions on how to properly set-up the **Equipment**.

**Damage and Loss Fees:** The following policies shall apply should the **Equipment**, or any part thereof, be returned damaged, stolen or lost: (a) Lost or abandoned **Equipment** will be billed \$179.00 per hour for recovery time; (b) Repair work that can be performed by **LPR** (such as patching) will be billed at \$199.00 per hour plus materials AND lost revenue; (c) Repair work that must be performed by a third party will be charged at the third party's rates plus materials and lost revenue; (c) Bent paddles, folded (wrapped) kayaks or boards, and badly damaged watercraft will be charged for replacement; (d) 100% retail replacement value will apply to lost or stolen **Equipment**, regardless of the age of the **Equipment**; (e) **A cleaning fee of up to \$50.00 per item** will be charged if **Equipment** is returned dirty; and (f) It is solely the discretion of **LPR** to determine if damaged **Equipment** will be repaired or replaced at **Renter's** expense. Any **Equipment** not returned within 24 hours will be deemed lost at the expense of **Renter**. **LPR** reserves the absolute right to charge different or additional fees depending on the condition of the **Equipment** upon return. A list of estimated replacement prices is available upon request and is subject to change without notice. **LPR** shall recover its costs, fees and expenses, including attorney's fees, incurred in collecting any amount due it under the rental agreement.

**Refund Policy:** **LPR does not extend rental time for weather, force majeure, water conditions, late start times, or for down time due to customer error.** No refunds will be given for rentals returned early or those returned due to weather or other natural conditions. **No-shows with reservations not cancelled 7 days prior to THEIR ORIGINAL RENTAL TIME, will be charged the FULL amount of the rental.** **LPR** may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person they judge to be incapable of meeting the rigors or requirements of participating in the activity. **Renter** accepts **LPR's** right to take such actions for the safety of **Renter** and/or other participants.

**Personal Property:** **LPR** is NOT responsible for loss or theft of, or damage to, personal property, including that left on the **Equipment**, and expressly recommends NOT bringing personal property on rental equipment that cannot get wet.

**Late Fee:** A fee of 25% of the rental price per ½ hour shall be applied to all rental equipment that is returned late when circumstances are such for a normal return. When approval from **LPR** has been granted to stay out past return time the late fee does not apply.

**BY INITIALLING BELOW, I HAVE CAREFULLY READ AND AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

Terms and conditions continued on next page **INITIAL HERE**

Terms and conditions continued on next page

**Disclaimers and Limits of Liability:** EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW, **LPR** DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL **LPR** BE LIABLE TO **RENTER**, ANY AGENT, HEIR, FAMILY MEMBER, GUEST, PASSENGER, OR LICENSEE OF **RENTER**, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF, OR RELATED TO, THE **EQUIPMENT** AND/OR THE TERMS AND CONDITIONS HEREIN, EVEN IF **LPR** HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. **LPR'S** LIABILITY SHALL IN NO EVENT EXCEED TWICE THE TOTAL AMOUNT PAID BY **RENTER** TO **LPR** FOR RENTAL OF **EQUIPMENT** DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY**

In consideration of **LPR** providing **Equipment** to enable me to participate in water activities, including, without limitation, the presence or use of motorized watercraft, boats, water craft and personal water craft (PWC) and activities incidental thereto (collectively, the "**Activities**"), I, for myself and on behalf of all persons claiming by, through or under me, including, without limitation, my parents, children, successors, heirs, assigns, guarantors, personal representatives and estate (collectively, the "**Releasing Parties**"), hereby unconditionally acknowledge, promise and agree as follows:

**Safety:** Under Utah state law and **LPR** policy, participants must wear life preservers at all times! I acknowledge that **LPR** has provided me with safety **Equipment** and instruction, including a life preserver, and that failing to use or properly use safety **equipment** and/or to observe and obey all safety rules or instructions and/or the terms and conditions of this Agreement increases my risk of injury or death during the **Activities** and violates Utah state law and **LPR** policy. I agree to wear, and to require each passenger and minor for whom I am responsible to wear, a properly fitted life preserver whenever required by law, **LPR** policy, posted rule, or **LPR** instruction. I understand and acknowledge that, despite reasonable care and maintenance, essential **Equipment** may fail, malfunction or cause injury or worse harm to myself or others.

**Acknowledgment of Risks:** I understand and acknowledge that any water activity entails not only known risks and anticipated risks, but also unknown and unanticipated risks that could result in physical or emotional injury, disease, strains, TORN MUSCLES, CUTS, ABRASIONS, CONTUSIONS, DEHYDRATION, DROWNING, OXYGEN SHORTAGE, HEAD, NECK AND SPINAL INJURIES, EYE DAMAGE, ALLERGIC REACTION, ANIMAL BITE OR ATTACK, INJURY FROM INSECTS OR MARINE LIFE, fractures, SHOCK, partial or total paralysis, death, and/or damage to myself, to property, or to third parties. These risks and dangers may be caused by my acts or omissions, the acts or omissions of other participants or third parties, the negligence of

**LPR**, accidents, breaches of contract, weather, water conditions, forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, without limitation, inclement weather, lightning, wind, water level or flow, variances and extremes of wind, weather and temperature, waves, wake, submerged or semi-submerged obstacles, slippery conditions, bridges, exposure to the natural elements, capsizing, manufacturing/design defects, risks of falling out of, colliding with or drowning while in a water craft, boat, raft, kayak, tube, paddleboard, canoe, life preserver or other floating device, or while launching or swimming and such other risks, hazards and dangers that are integral to outdoor and water activities in a recreational environment. Other risks may include, without limitation: (a) my ability to balance, my physical coordination, and my ability to operate **Equipment**, swim and/ or follow directions; (b) collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (c) my ability to get in or out of Equipment or to launch and manipulate the **Equipment**; (d) **Equipment** failure, malfunctions, and operator error; (e) heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; (f) fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident; and (g) expose to moving parts and other hazardous conditions, including propellers, pumps, carbon monoxide, and wet, slippery, and abrasive surfaces; and (h) use of medication, alcohol, drugs, or other substances, which may diminish reaction time, affect my physical condition, and increase the risk of an accident. I acknowledge that the enjoyment and excitement of the **Activities** is derived in part from inherent risks incurred by activity beyond the accepted safety of life in my normal day-to-day activities and that these inherent risks contribute to my enjoyment and excitement, are an integral reason for my participation in the **Activities** and cannot be eliminated.

**Express Assumption of Risk:** As lawful consideration for being allowed to participate in the **Activities**, I expressly agree and promise for myself and the **Releasing Parties**, to accept and assume all risks existing in, arising from, or relating to the **Activities**. My participation is purely voluntary, and I elect to participate in the **Activities** in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Waiver, Assumption of Risks, Release of Liability, and Indemnity are contractual in nature and that I am signing it of my own free will.

**Release, Waiver & Covenant not to Sue:** TO THE FULLEST EXTENT PERMITTED BY UTAH LAW, ON BEHALF OF MYSELF AND THE RELEASING PARTIES, I VOLUNTARILY RELEASE, FOREVER DISCHARGE, WAIVE, AND COVENANT NOT TO SUE LPR FOR ANY AND ALL CLAIMS, COSTS, EXPENSES, LIABILITIES, DEMANDS, LOSSES, DAMAGES, OR CAUSES OF ACTION IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE ACTIVITIES OR MY USE OF THE EQUIPMENT, PROPERTY OR FACILITIES, INCLUDING CLAIMS ARISING FROM OR ALLEGING THE ACTS, OMISSIONS, OR NEGLIGENCE OF LPR..

**Own Use & Indemnity:** I acknowledge and agree that the Equipment provided to me may be used only by me and the other operators authorized by LPR, each of which have separately executed a copy of this Agreement. I also acknowledge and agree that I am responsible to ensure that the Equipment does not leave my possession or control except as permitted by this Agreement. To the fullest extent permitted by Utah law, I agree to indemnify, defend and hold LPR harmless from and against any and all claims, costs, expenses (including attorney's fees), liabilities, demands, losses, damages, or causes of action asserted by any passenger, guest, minor, unauthorized operator, third party, governmental authority, or other person, and arising out of or relating to (a) my breach of this Agreement, (b) my operation, possession, control, misuse, abuse, or unauthorized transfer of the Equipment, (c) my participation in the Activities, (d) the acts or omissions

of any passenger, guest, minor, or unauthorized operator for whom I am responsible or to whom I provide access to the Equipment, including, without limitation, such person's participation in the Activities, (d) any violation of any law, rule, posted restriction, LPR instruction, or safety requirement, (e) any alcohol or drug use, unsafe operation, failure to supervise, gross negligence, or willful misconduct, or (f) damage to property, injury to other persons, citations, fines, recovery costs, rescue costs, towing costs, environmental cleanup, or damage to the Equipment.

**Personal Skill & Insurance:** I certify for myself and the **Releasing Parties** that I have (a) sufficient skill and fitness to participate in the **Activities** and, if I operate Equipment, to operate the Equipment safely, as instructed by LPR, and as required by law; (b) no medical, mental or physical conditions that could interfere with my safety or ability to participate in the **Activities**, and, if I operate Equipment, to operate the Equipment safely, as instructed by LPR, and as required by law, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition; and (c) adequate insurance to cover any injury or damage I may cause or suffer while participating, or else agree to bear the full cost and expense of such myself.

**Enforcement:** With respect to any dispute arising out of, or relating in any way to, this Agreement, the **Equipment** or my participation in the **Activities**, I agree for myself and the **Releasing Parties** to: (a) to indemnify and hold **LPR** harmless from any and all attorney's fees and costs **LPR** may incur in enforcing this Agreement or collecting amounts owed by me; (b) that any claim be instituted and maintained only in the Fourth Judicial District, Wasatch County, State of Utah, to whose exclusive jurisdiction I hereby consent; (c) irrevocably waive my right to a jury trial, and (d) except as prohibited by law, waive any right to claim or recover any special, exemplary, punitive, indirect, or consequential damages, or any damages other than, or in addition to, actual damages.

**BY INITIALLING BELOW, I HAVE CAREFULLY READ AND AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

Terms and conditions continued on next page **INITIAL HERE**

**Miscellaneous:** On behalf of myself and the **Releasing Parties**, I agree that this Agreement shall be governed by Utah law, and if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this Agreement can be used as if it were the original. This document constitutes the entire agreement between myself and **LPR**, and it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document.

**By signing this document, I acknowledge for myself and the Releasing Parties that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against LPR on the basis of any claim from which I have released them herein, including for negligence. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 4 PAGES). I UNDERSTAND IT AND, BY SIGNING/INITIALLING, AGREE TO BE BOUND BY ITS TERMS.**

**\*\*Parents or Guardians Additional Acknowledgement, Indemnification and Signature (for participants under 18 years of age):** I represent by signing below that I am the parent or legal guardian of the minor child listed below (the "**Minor**") or otherwise have legal authority to permit the Minor to participate in the Activities. I acknowledge the risks described in this Agreement, consent to the Minor's participation,

agree to supervise the Minor and cause the Minor to comply with all safety rules, LPR instructions, and this Agreement, and release my own claims arising out of or relating to the Minor's participation to the same extent I release my own claims above. I agree to indemnify, defend and hold LPR harmless from any and all claims, costs, expenses (including attorney's fees), liabilities, demands, losses, damages, and causes of action arising out of or relating to my breach of this Agreement, my misrepresentation of authority, my failure to supervise the Minor, the Minor's violation of law or LPR safety rules, or property damage or injury caused by the Minor, except to the extent such claim is caused by LPR's gross negligence or willful misconduct.

Dated: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
\_\_\_\_\_

Renter (parent / guardian) Adult Participant (parent / guardian)

Printed Names of Minor Participants on behalf of whom you are signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_