

RENTER NAME: _____

Release of Liability and Drift Boat Rental Agreement

AnglersRental.com, its officers, agents, owners, and employees (hereinafter collectively referred to as Anglers Rental) agrees to rent one unpowered boat, associated boat trailer, and miscellaneous other fishing or boating gear (hereinafter referred to collectively as a vehicle), only upon the following agreement, conditions, and signed release by the Renter, whose signature appears below.

I, the Renter, agree and understand that my rental vehicle is to be used and operated solely by myself. I understand that I am participating in a sport with possible risks to myself. I agree to return this vehicle to Anglers Rental at the end of the rental period in the same condition in which I received it. I ASSUME FULL LIABILITY FOR ANY AND ALL DAMAGE TO THIS VEHICLE while it is in my custody. Further, I AM RESPONSIBLE FOR THE SAFETY OF MYSELF AND ALL MY GUESTS I may have in the vehicle. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Anglers Rental, its officers, agents, owners, or employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss of value, damage, or injury, that may be sustained by the Renter, or any of the property belonging to the Renter or others, WHETHER CAUSED BY THE NEGLIGENCE OF THE ANGLERS RENTAL, or otherwise, as a result of this rental.

I agree to maintain automobile insurance as required law the tow vehicle used to transport the boat and trailer to the body of water described in my float plan. I hereby certify that this automobile insurance will cover the boat and trailer in the event of a loss en-route to or from the body of water described in my float plan.

I further agree (a) that the rented vehicle shall not be used to carry passengers or property for hire; (b) that the rented vehicle shall not be used to carry passengers or property in excess of the rated capacity of the boat or trailer; (c) not to use the trailer to tow or carry any other boat, or thing; (d) not to use the vehicle in any race or competition without the written permission of Anglers Rental; (e) not to use the vehicle for any illegal purpose or in any illegal manner; (f) not to operate the vehicle in a negligent matter; (g) that the rented boat shall not be used in rapids designated class 3 or greater under the International White Water Grading System (as interpreted by the American White Water Association); and (g) not to permit the vehicle to be operated by any person other than the renter designated in this agreement without written permission from Anglers Rental.

I hereby state, that to the best of my knowledge, I AM IN GOOD PHYSICAL AND MENTAL CONDITION, and I have been EXPLAINED VEHICLE SAFETY PROCEDURES. I voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY which may be incurred from or be connected in any manner WITH MY USE, OPERATION OR RENTAL of a vehicle from Anglers Rental. I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS, and DEFEND Anglers Rental, its officers, agents, owners, or employees FROM ALL CLAIMS, DEMANDS, CAUSES, OR ACTIONS, including attorneys fees, expenses and costs, OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), which may arise out of, or in manner connected with, the use of this vehicle.

THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING upon my heirs, administrators, executives and assigns. Any Action of dispute will be ARBITRATED BY A COURT OF LAW IN WASHINGTON COUNTY, Oregon or the closest FEDERAL MARITIME COURT OF LAW.

I AGREE TO A RENTAL FEE and a SECURITY DEPOSIT which will be applied to payment for any and all damage to the vehicle occurring during the period of this rental agreement. I understand that I WILL REMAIN LIABLE FOR THE PORTION OF ANY DAMAGE COST EXCEEDING MY DEPOSIT, including attorneys fees, expenses or costs incurred, and loss of use by Anglers Rental.

I CERTIFY THAT I AM AN EXPERIENCED BOAT OPERATOR, and will only go to areas as described in my float plan. I certify that I have read this agreement, release, and waiver and that I understand its contents and intentions. I certify that I am at least eighteen (18) years of age, or if seventeen (17) years of age or under, my parent or guardian gives their consent to operate the vehicle by signing below. I additionally certify that I have completed a boating safety class and have been awarded a boaters safety card by the State of Oregon or the State of Washington

Signature _____ Date _____ Drivers License # _____

Address _____

Home Phone: _____

Cell Phone: _____