| **110 SWAN RIVER RD BIGFORK, MONTANA 406-837-2498** |
| --- |
| CUSTOMER (LeSSEE) Information | Date:  |
| **Name:** |  | Equipment: |
| **Phone:** |  |
| **Address:** |  |
|  | Rental Date: | Return Date: |
| Delivery: |
| Equipment $: | Delivery $: | Total $: | Deposit $: | Damage Deposit $: |
| **MT Rental Tax 4%:** | **Balance Due $:** |

**READ EACH PAGE BEFORE SIGNING THIS AGREEMENT**

I hereby agree that by renting any equipment from Bigfork Outdoor Rentals Inc., operating out of Flathead County, I accept liability for any damages or injury that may occur while using any of the equipment—regardless of its condition—rented from Bigfork Outdoor Rentals Inc. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my property, or my death, however caused, arising out of my use of any equipment or programs of Bigfork Outdoor Rentals Inc. I understand that there are inherent risks associated with water sports. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself.

I understand that equipment and safety devices are provided for my use (such as flotation devices, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. I, the undersigned user—or guardian of user—HEREBY RELEASE on behalf of myself, my heirs, representatives, managers, successors, executors, and administrators, Bigfork Outdoor Rentals Inc., its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence. I also agree that if I damage, lose, or misplace any item I rent from Bigfork Outdoor Rentals Inc., I will pay for these losses or damages. I agree that if Bigfork Outdoor Rentals Inc., incurs any costs associated with recovery of payment for damages or losses (such as court costs and/or attorney costs), I will reimburse or pay Bigfork Outdoor Rentals Inc. for these costs as well as the cost of the damaged or lost items. It is solely the discretion of Bigfork Outdoor Rentals Inc., to determine if damaged equipment will be repaired or replaced at the renter’s expense.

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this Agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for overtime at the rate determined by LESSOR.

**THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS**. **Initial\_\_\_\_\_\_\_\_**

I (WE), the LESSEE(S) further agree:

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both craft and equipment in a safe, dependable condition when in his/her custody **Initial\_\_\_\_\_\_\_\_**

2. Cash deposit shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded as when received; for reimbursement of articles damaged, missing or broken equipment; or to be applied to the rental charges upon return of the craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek its further damages at law or equity. **Initial\_\_\_\_\_\_\_\_**

3. LESSEE agrees not to use, nor permit the use:

a. of the rental craft for any unlawful purpose;

b. of the rental craft in a careless or negligent manner;

c. of the rental craft while under the influence of liquor and/or narcotics;

d. of the rental craft by any other person not the signatory of this agreement, or not equally qualified. **Initial\_\_\_\_\_\_\_\_**

4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) result ng through the use operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever. **Initial\_\_\_\_\_\_\_\_\_**

5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this agreement by LESSOR, including expenses incurred in collect on or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county and state of LESSOR. This agreement shall be governed by the laws of the state of LESSOR. **Initial\_\_\_\_\_\_\_\_\_**

6. In the event of malfunction, breakdown, or any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use. **Initial\_\_\_\_\_\_\_\_\_\_**

7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control. **Initial\_\_\_\_\_\_\_\_\_\_**

8. LESSEE has received a copy of the Montana Boating Laws and is aware of their responsibilities as an operator of rental craft and agrees to comply and follow all Montana Boating Laws including but not limited to: **Rules for Operating a boat in Montana, Required Equipment, Rules of the Road, No Wake Zones and Aids to Navigation**.

 **Initial\_\_\_\_\_\_\_\_\_\_**

All operators must be at least 25 years old. Only persons with a current, valid driver’s license listed on the rental agreement may operate motorized equipment. This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

**Fuel is not included in rental fee. All motorized water craft is required to be full of 91 octane fuel upon return. Equipment NOT full of 91 octane fuel upon return will be fueled at a rate of $4.75 per gallon payable by LESSEE. All in-water activity (water skiing, wakeboarding, tubing, etc) will be at your own risk.**

**I (WE) HAVE READ THE AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH.**

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**Name (Print)**

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**Signature Date**

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**Additional Operator Date**

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**Additional Operator Date**