

Jones Valley



RESORT

JONES VALLEY RESORT SMALL BOATS RENTAL CONTRACT

Contract Holder:	Booking #:
Cell #1:	Cell #2:
Boat Type:	Boat #:
Arrival Date:	Arrival Time: 9:45 a.m.
Return Date:	Return Time: 6 p.m. May-Sept / 4 p.m. Oct-Apr

1. **DAMAGE DEPOSIT.** A damage deposit is required for all rentals prior to boarding/occupancy and is as follows: Ski boats, patio boats, and personal watercrafts are \$500.00. Fishing boats and water toys are \$200.00 Damage deposits can be made by cash or credit card. **NO PERSONAL CHECKS WILL BE ACCEPTED.**
NOTE: Deposits will be kept in total, or in part, if small boats are returned damaged, unclean or without complete inventory. The deposit will be refunded less any charges for extensive cleaning, damages or loss of inventory items, or charged to a credit card if deposit is insufficient to cover damages.
2. **REPAIR & REFUND POLICY.** Jones Valley Resort is committed to making your Vacation as trouble free as possible. Please understand that there are many operational parts on a boat, several of which can fail unforeseeably. Although there are **NO REFUNDS** given for such failures, it is our commitment and responsibility to repair the problem in a timely and efficient manner. This can only happen if we are made aware of the problem at the time it occurs. **Should you experience failure of any kind, please notify the Resort immediately. Refunds are not given for inconveniences due to boat malfunctions.**
3. **GAS.** The fuel tanks are full at departure and will be filled at the primary Renter's expense upon return of the vessel. Storage/transport of gas containers of any type is strictly prohibited on boats and boats may only be refueled at California State Regulated fueling stations. **All fuel used is the primary Renter's responsibility.**
4. **CHECK-IN.** Renters may not board the boat or other equipment until all paperwork has been completed and instructions regarding operation of boat and equipment have been completed.
5. **CHECK-OUT.** The Vessel must be unloaded, cleaned, and returned to the dock by 4 pm (off-season) or 6 pm (on-season) on the return date shown above. A late charge may be charged on late returns and will be deducted from the deposit or charged to a credit card.
6. **NO REBATES WILL BE MADE FOR LATE ARRIVAL OR EARLY RETURN. JONES VALLEY RESORT IS NOT RESPONSIBLE FOR LOSS OF RUNNING TIME DUE TO EQUIPMENT FAILURE, WEATHER, ILLNESS, ACCIDENTS OR CHANGES IN PLANS.**
7. **PARKING PERMITS.** Jones Valley Resort provides a set number of parking passes to guests based on the type of boat rented. Please be aware that due to limited parking during peak season we will not allow the purchase of additional parking permits. Vehicles not displaying a parking permit will be towed at the owner's expense. Additional permits are available for purchase for \$20.00/day during the off-season.
8. **WE ARE A PET FRIENDLY RESORT.** Jones Valley Resort is a pet friendly resort and will accommodate one pet at no charge. Each additional pet will require a non-refundable charge of \$35.00 to be paid prior to occupancy/boarding. Any excessive cleaning required upon departure of pet hair, urine, etc. will be charged to the credit card on file at the rate of \$95.00 per hour. Any damages will be charged at replacement cost.
9. **COMPLIANCE WITH LAWS.** During the term of this Agreement, I agree to comply with all of the laws and regulations of the United States, the State of California and the local jurisdictions. Jones Valley Resort reserves the right to cancel the remaining period of the rental with the resulting forfeiture of any fee paid in respect of the rental period, if in the opinion of a representative of Jones Valley Resort relating to the use or operation of the boat, or is in contravention of the Regulations and such contravention is a hazard to navigation, people or property, including the boat or undue interference with the rights of others. The Forest Service has determined that unprecedented and dangerous fire conditions exist due to a combination of extreme heat, significant wind events, dry conditions, and limited firefighting resources. When operating under an exemption permit, I understand that emergency services may be slow, limited, or unavailable for assisting this business and

its customers. In addition, customers are made aware that current conditions on and around Shasta Lake are hazardous due to the risk of fire ignitions and extreme fire activity, air quality and the lack of emergency responders.

10. **PERSONAL PROPERTY.** Jones Valley Resort shall not be liable for loss of, or damage to, any property left, stored or transported in or on or by the vessel, either before or after the return thereof to Jones Valley Resort whether or not such loss or damage was caused by or related to the negligence of Jones Valley Resort, its agents, and employees. The contract holder does hereby assume all risk or such loss or damage and waives all claims against Jones Valley Resort, its agents, and employees, by reason thereof, and agrees to hold Jones Valley Resort, its agents, and employees, against all claims based on or arising out of such loss or damage.
11. **VESSEL & EQUIPMENT RESPONSIBILITY.** For the duration of the Agreement, I understand that I am fully responsible for the command and control of the Vessel listed above and all equipment including, but not limited to, appliances, appurtenances, and supplies. By signing this agreement, I certify that I am competent to handle and operate the Vessel for transportation of persons or property and not to allow more than the allowable number of persons aboard the Vessel at any one time. I also agree that I am not in any way an agent, servant or employee of Jones Valley Resort and will not permit any repairs to be made or liens or accessories to be placed against the Vessel without first obtaining the express written permission from Jones Valley Resort to do so.

I agree that:

- a. I am at least 21 years of age and MUST provide a photo ID.
- b. I will not allow any person to operate the vessel except a person included in the undersigned below who is over the age of 21, holds a valid driver's license, and known to me to be competent to operate the vessel.
- c. NO kegs are allowed on vessels.
- d. The boat will be ready for boarding after 9:45 am or as early as our staff has completed their work. Guests are welcome to arrive as early as they want on the day of departure, but please be aware that the boat may not be ready prior to the designated boarding hours.
- e. I will inspect the boat and its equipment and accessories prior to departure and will complete a full orientation given by a Jones Valley Resort staff member.
- f. I will be responsible for any and all operations of, on and with the vessel.
- g. I will operate the vessel and any equipment to my satisfaction prior to taking possession of it.
- h. I will not operate the vessel to cause harm, injury or damage to any other person or property.
- i. The vessel shall be operated in a careful and proper manner, and in compliance with and conformity with all federal, state, and local laws, rules, and regulations, as well as the rules and regulations of Jones Valley Resort.
- j. I will not operate the vessel under the influence of drugs or alcohol.
- k. I will assume full responsibility for any loss, damage, or injury to the houseboat or other boat, or any property or facilities owned or operated by Jones Valley Resort caused by the contract holder or any member of his party.
- l. I will not tie vessels together at any time during the rental period or be less than 10 feet in proximity of another houseboat including any time the boat is anchored, beached, or moving or the damage deposit and vessel will be forfeited.
- m. It is not recommended to drive or move the vessel after sundown.
- n. I am responsible for avoiding low water level hazards and am responsible for any damage which may occur to the boat should I collide with said underwater hazards.
- o. I will report immediately any damage or malfunction involving the vessel to Jones Valley Resort.
- p. I will pay for the rental according to the published rates set forth by Jones Valley Resort rate schedule.
- q. I will pay Jones Valley Resort in full for all gasoline used during the rental period and for any lost inventory or any other loss or damage.
- r. I will pay Jones Valley Resort for any service call other than those deemed as a result of mechanical failure at a rate set by Jones Valley Resort. There will be a minimum fee of \$95.00 per hour for any service calls which are related to operator error, i.e. running out of fuel, dead batteries, etc.
- s. There will be a minimum charge of \$95.00 for clogs in the toilet or our pump out system caused by misuse of bathroom facilities.
- t. Jones Valley Resort reserves the right to board the boat at any time during the rental period. The boat and damage deposit will be forfeited if the number of persons aboard the vessel at one time exceeds the allowable number at any given time.
- u. There will be no jumping or diving from the roof of any boat whatsoever. There will be no jumping to or from boats in any direction. Always use the exit gates, ladders, and ramps.

- v. Upon return, all boats must be unloaded, cleaned, and returned in the same condition as it was when the boat was received. Boats which are not clean at check-in will be charged a minimum of \$200.00.

12. **PARTIES BOUND BY THIS AGREEMENT.** It is my understanding and intention that this Agreement be binding not only to myself, but on anyone or any entity, including my spouse, children assigns, estate and my heirs, personal representative and next of kin, that or who may be able to or does sue because of my damage, intended to and does release Jones Valley Resort from any and all claims or obligations whatsoever arising in any way from my participation in any boating or personal watercraft activities, use of Jones Valley Resort's Vessel, the Equipment, facilities, premises and services even if caused solely or partially by the negligence or other fault of Jones Valley Resort.
13. **NO WARRANTIES.** I acknowledge and agree that there are no implied warranties of merchantability or fitness for a particular purpose or any other warranties, applicable to the Vessel or any Jones Valley Resort Vessel, parts, equipment, accessories, instruments, components, or other products or goods regardless of the source of such goods and each of the undersigned hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise including all consequential damages, death or injury to person or property caused by or resulting from the manufacture, construction, design, formula, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, maintaining, instructing, marketing, advertising, packaging or labeling or repairing of any such product or component of a product.
14. **DURATION OF RELEASE.** It is my understanding and intention that the Release below and Agreement be effective not only from my first rental and or ride, but for all subsequent uses of Jones Valley Resort's Vessels or presence or use of Jones Valley Resort's Vessels, equipment, facilities, premises, or services in any way associated with Jones Valley Resort.
15. **THE UNDERSIGNED THEREFORE HEREBY ACKNOWLEDGE AND AGREE THAT: RELEASE, ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS - Please Read Carefully. Do Not Sign Unless You Agree to The Terms and Conditions of This Agreement.** In consideration of the services of Jones Valley Resort, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Jones Valley Resort"), I hereby agree to release and discharge Jones Valley Resort on behalf of myself, my children, my parents, my heirs, personal representatives, and estate as follows:

I acknowledge that any vessel activities, including basic Vessel instruction, entails known and unanticipated hazards, dangers and risks that could result in physical or emotional injury, paralysis, death or drowning to myself or third parties, or damage to my property or the property of others. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of these risks.

These risks include, but are not limited, to the following:

- a. Weather conditions that may change quickly, including, but not limited to, wind, rain, snow, lightning, and excessive heat and sun.
- b. Water conditions may change quickly, including waves, currents, boat wakes, lake level changes and cold-water temperatures.
- c. Exposure or overexposure to cold (Hypothermia) or heat.
- d. Damage, injury, or death as a result of contact with aquatic or land animals, fish, birds, or reptiles, either on land or on water, including, but not limited to, areas in and around Jones Valley Resort's premises or staging areas.
- e. Damage, injury, or death as a result of traversing in or around Jones Valley Resort's premises or staging areas, including, but not limited to, docks, ladders, equipment on the premises, mud, steep slopes, cliffs, and rocks.
- f. Injury or death as a result of ingesting fresh water or contaminated fresh water, drink, or food.
- g. Personal injury, death, or property damage due to collision with motorized or non-motorized vessels, being hit with the vessel equipment, while launching and landing on shore whether on land or dock, collision with natural or man-made debris.
- h. Lack of available life saving devices or services, or immediate medical attention, in the case of injury.
- i. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience, or expertise.
- j. Injury or death as a result of being entrapped in the Vessel or falling out of a Vessel.
- k. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel.
- l. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner.
- m. Failing to properly wear a flotation device.

- n. Failing to understand basic or other instructions provided by Jones Valley Resort, its agents, guides, or employees.
- o. Vehicular or pedestrian accident while being transported to or walking to or from Jones Valley Resorts premises or staging areas, including transportation to or from the Vessel or to and from Jones Valley Resorts facilities premises.
- p. Inadequate repair or maintenance of Jones Valley Resort facilities and equipment.
- q. Error, inattention, or negligence on the part of Jones Valley Resort, its officers, agents, guides, and employees, including inadequate instruction or assistance.

I understand that Jones Valley Resort does not have or provide any insurance that would provide coverage for me with regard to the risks described in paragraph 18a of this agreement. Consequently, I understand that any insurance coverage for those risks would need to be provided by my own insurance company and Jones Valley Resort does not know and cannot say whether any insurance I might have will provide coverage for the risks described in paragraph 18a.

Despite the risks described in paragraph 15a, I nevertheless hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Jones Valley Resort for any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my present on or use of the Vessel. Jones Valley Resort equipment, facilities, or premises, including any such claims which allege negligent acts or omissions or other fault of Jones Valley Resort that solely or partially cause property damage or personal injury or death.

By signing this document I acknowledge that if anyone is hurt or property is damaged while I am using the Vessel, or during the presence on or use of the Vessel or Jones Valley Resorts equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against Jones Valley Resort on the basis of a claim, including subrogation, from which I have released it herein, including claims that Jones Valley Resort was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read, fully understood it, and agree to be bound by its terms. I therefore agree, on behalf of myself, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify Jones Valley Resort, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively Jones Valley Resort), from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on or use of the Vessel, Jones Valley Resorts vessels, equipment and/or premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage resulting in solely or partially from the negligence or other fault of Jones Valley Resort.

I also hereby expressly agree that even if other provisions of this Agreement are deemed invalid, void, unenforceable or inapplicable, and even if Jones Valley Resort or its agents or employees are found to be solely or partially negligent or otherwise at fault, Jones Valley Resort's liability, including on claims of subrogation, for loss, injury, death or damage to any person(s) or the Vessel arising out of or relating in any way to this Agreement shall be absolute with a maximum limit of liability of no more than the amount paid to rent the Vessel or \$1,000, whichever is greater.

This constitutes the entire agreement and understanding between me and Jones Valley Resort. This agreement supersedes or replaces all previous agreements, discussions, or understandings, whether oral or written between me and Jones Valley Resort.

Captain/Contract Holder Date

Co-Captain Date

Jones Valley Representative Date