

## SILVERTHORN RESORT HOUSEBOAT RENTAL CONTRACT

Cell#'s \_\_\_\_\_

Between Silverthorn Resort and the renter of the houseboat described and

**Captain/Contract Holder:**

**Boat Type:** \_\_\_\_\_ **Confirmation#**

**Departure Date:** \_\_\_\_\_ **Time: 3:00 - 6:00p.m.**

**Return Date:** \_\_\_\_\_ **Time: 9:00 a.m.**

1. **RENTAL PAYMENT.** All rent for the Vessel must be paid in full 75 days prior to the boarding date, (60 days in the off season) as shown above.

2. **SECURITY DEPOSIT.** Any confirming deposit will be applied as a security deposit upon check in on my departure date. The deposit will be refunded within 5 to 10 business days of the conclusion of the trip, less any charges for extensive cleaning, damages or loss of inventory. Charges for damaged vessels, propellers, or other lost or damaged items will be deducted from the deposit, or charged to my credit card if deposit is insufficient to cover damages.

**(Holiday weekend deposits will be paid by cash or cashiers check only and increase by \$1000)**

3. **FORM OF PAYMENT.** Payment for deposits, rental, gas and supplies may be made by cash, cashiers check, VISA, MasterCard or American Express. **Refunds will be released by Silverthorn Resort within 5 to 10 business days of completion of trip.** No cash refunds will be made unless you have paid deposit in cash, Checks and credit card payments are processed when received.

4. **CANCELLATION. 50% of the deposit is refundable if the reservation is cancelled in writing, more than 75 days prior to arrival date.** All payments will be forfeited if cancellation or changes are made to the reservation less than 75 days prior to the boarding dates, at Silverthorn Resorts discretion. No refund will be issued.

5. **GAS.** The gas tanks will be full at departure, and will be filled at the primary Renter's expense upon returning the vessel. All gas used is the primary Renter's responsibility.

6. **CHECK-IN & BOARDING.** Boarding time is between **3:00 - 6:00p.m.** Renter may not board the houseboat or other equipment until all paperwork has been completed and instructions about operation of houseboat and equipment has been completed.

7. **CHECK-OUT.** The Vessel must be unloaded, cleaned and returned to the gas dock at **9:00a.m.** on the return dates shown above. A late charge may be charged on late returns and will be deducted from my deposit or charged to my credit card.

8. **NO REBATES WILL BE MADE FOR LATE ARRIVAL OR EARLY RETURN. SILVERTHORN RESORT IS NOT RESPONSIBLE FOR LOSS OF RUNNING TIME DUE TO EQUIPMENT FAILURE, WEATHER, ILLNESS, ACCIDENTS OR CHANGES IN PLANS.**

9. **WE ARE A PET FRIENDLY RESORT.** Pet Policy - Maximum of 1 pet is allowed on our houseboats and in our cabins. An additional pet will be an additional \$35.00 non-refundable charge. Any excessive cleaning required upon departure of pet hair, urine etc. will be charged to your credit card at the rate of \$25.00 per hour. Any damages will be charged at replacement cost.

10. **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.

11. **PERSONAL PROPERTY.** Silverthorn Resort cannot be responsible or liable for loss, damage, or theft of personal property and belongings. Please confirm with your insurance agent prior to departure to ensure that Renter and Renter's party are adequately covered for any loss of damages of Renter's or guests' personal property.

12. **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 on the Vessel, including, but not limited to, appliances, appurtenances and supplies, and responsible for signing this Agreement, I certify that I am competent to handle and operate the Vessel for transportation or persons or property for hire, nor to allow more than \_\_\_ persons aboard the Vessel at any one time. I also agree that I am not in any way an agent, servant or employee of Silverthorn 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 Silverthorn Resort to do so.

13. **I agree that I:**

- (a) will operate the Vessel and any Equipment to my satisfaction prior to taking possession of it;
- (b) will inspect the Vessel and the Equipment;
- (c) 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;
- (d) will be responsible for any and all operations of, on and with the Vessel;

14. **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 Silverthorn 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 Silverthorn Resort's Vessel, the Equipment, facilities, premises and services even if caused solely or partially by the negligence or other fault of Silverthorn Resort.

15. **NO WARRANTIES.** I acknowledge and agree that there are no implied warranties of merchantability or fitness for a particular purpose or any other warranties, express or implied, applicable to the Vessel or any Silverthorn Resort Vessel, parts, appurtenances, 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, whether or not occasioned by the negligence of the supplier of such goods or any other reason, on account of damage, death or injury to person or property caused by 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.

16. **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 Silverthorn Resort's Vessels or presence or use of Silverthorn Resort's Vessels, equipment, facilities, premises or services in any way associated with Silverthorn Resort.

**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 Silverthorn 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 "Silverthorn Resort"), I hereby agree to release and discharge Silverthorn Resort on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:**

17. **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 understand that such hazards, dangers and risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.**

18. **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 that 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 Silverthorn Resort's premises or staging areas;
- e. Damage, injury or death as a result of traversing in or around Silverthorn 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 manmade debris;
- i. Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- j. 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;
- k. Injury or death as a result of being entrapped in the Vessel or falling out of a Vessel;
- l. 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;
- m. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- n. Failing to properly wear a floatation device;
- o. Failing to understand basic or other instructions provided by Silverthorn Resort, its agents, guides or employees;
- p. Vehicular or pedestrian accident while being transported to or walking to or from Silverthorn Resorts premises or staging areas, including transportation to or from the Vessel or to and from Silverthorn Resorts facilities premises;
- q. Inadequate repair or maintenance of Silverthorn Resort facilities and equipment;
- r. Error, inattention or negligence on the part of Silverthorn Resort, its officers, agents, guides and employees, including inadequate instruction or assistance.

19. 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.

20. I understand that Silverthorn Resort does not have or provide any insurance that would provide coverage for me with regard to the risks described in paragraph 19 of this agreement. Consequently, I understand that any insurance coverage for those risks would be provided by my own insurance company and Silverthorn Resort does not know and cannot say whether any insurance I might have will provide coverage for the risks described in paragraph 19. Consequently, before I encounter any of the risks described in paragraph 19, I understand it is my duty to make my own inquiries regarding any insurance I might have, and whether any coverage that insurance might provide would encompass the risks enumerated in paragraph 19.

21. Despite the risks described in paragraph 19, I nevertheless hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Silverthorn 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. Silverthorn Resort equipment, facilities or premises, including any such claims which allege negligent acts or omissions or other fault of Silverthorn Resort that solely or partially cause property damage or personal injury or death.

22. 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 Silverthorn 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 Silverthorn Resort on the basis of a claim, including subrogation, from which I have released it herein, including claims that Silverthorn 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 and 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 Silverthorn Resort, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively Silverthorn 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, Silverthorn 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 Silverthorn Resort.

I also hereby expressly agree that even if other provisions of this Agreement are deemed invalid, void, unenforceable or inapplicable, and even if Silverthorn Resort or its agents or employees are found to be solely or partially negligent or otherwise at fault, Silverthorn 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.

I also hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA) or a different arbitration organization if renter so chooses) then in effect in Shasta County, California, the United States.

The parties also hereby waive their right to discovery (except as allowed under AAA Rules or the other arbitration organization's rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgement upon any award rendered by any AAA Arbitration may be entered by any court having jurisdiction.

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

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SILVERTHORN REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_