



# TOMAHAWK PONTOON RENTAL

## RENTAL AGREEMENT

**TOMAHAWK PONTOON RENTAL WILL ONLY RENT PONTOONS TO PERSONS 21 YEARS OF AGE OR OLDER. A VALID DRIVER'S LICENSE MUST BE PRESENTED UPON REGISTRATION. A PONTOON WILL BE ASSIGNED TO THE RENTER AND A RENTAL CONTRACT MUST BE COMPLETED BEFORE DEPARTING THE DROP SITE.**

This rental agreement is made effective between **Tomahawk Pontoon Rental** (Lessor) and X \_\_\_\_\_ (Lessee) and states the agreement of the parties as follows:

**Rental period:** From \_\_\_\_\_ 9 am through \_\_\_\_\_ 7 pm

**Pontoon rented:** \_\_\_\_\_

Make: **22' Trinidad 224** \_\_\_\_\_

Model: **22' Suncruiser Trinidad 224** \_\_\_\_\_

Motor: **Mercury 60hp Big Foot** \_\_\_\_\_

### RENTER information:

Full Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License # \_\_\_\_\_

Credit Card # & Type \_\_\_\_\_ (to be kept on file)

Expiration date \_\_\_\_\_ Security Code on Card (CCV) \_\_\_\_\_

Renter's Email Address \_\_\_\_\_

It is **AGREED AND UNDERSTOOD BY Lessee and Lessor** that:

**Lessee** acknowledges he/she has carefully examined the pontoon and finds it suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both pontoon and equipment in a safe, dependable condition while in his/her custody.

**Lessee** certifies that he/she is aware that there are federal and state rules, regulations, statutes, and administrative codes (“rules and regulations”) applicable to the operation of a pontoon on the navigable waters of the state of Wisconsin and agrees to follow all such rules and regulations while in possession of and operating the pontoon. Lessee is responsible for obtaining a current depth contour map of the lake and to understand the location of the lake sumps, rock bars and areas that are too shallow to motor through. Lessee agrees that any damages caused by the failure to abide by such rules and regulations and/or maps and depth charts are the sole responsibility of the Lessee. In addition, Lessee certifies that he/she are in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this boat. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

**Lessee** agrees not to use, nor permit the use of the rental pontoon(s):

- Anywhere but on designated bodies of water in the State of Wisconsin
- For any unlawful purpose
- In a careless or negligent manner
- By any other person not the signatory of this agreement
- No Smoking allowed
- No pets allowed

**Lessee** shall pay \$500.00 security deposit (cash or valid major credit card) at the time this rental agreement is signed for the pontoon rented. This deposit will be credited to the Lessee upon termination of this rental agreement, less any expenses incurred to retrieve the pontoon, and/or to repair any damages caused to this pontoon by the Lessee or anyone else during the rental period. Should damages exceed the damage deposit, Lessee agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill, including lost rental time. A representative of **Tomahawk Pontoon Rental** and you will inspect each pontoon prior to departure. An inspection sheet will be logged, and digital photos can be taken before each rental. The inspection and photos become part of your rental contract. Please be thorough, as you will be responsible for any damage found upon return. Security deposit balances will be mailed to the Lessee within 10 days.

**Lessee** assumes full responsibility for the pontoon. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental, Lessee will immediately report same to Lessor.

**Continued use of the rental shall be entirely at the Lessee's risk.**

**RISK OF LOSS OR DAMAGE:** Lessee agrees that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental pontoon(s). Lessee assumes all risks of loss or damage to the pontoon(s) and equipment from any cause and agrees to return the pontoon(s) in the condition received from Lessor, with the exception of normal wear and

tear. Lessee agrees to return this pontoon (s) on or before the expiration of the rental period in the condition it is in now except as detailed on the inspection sheet referenced above. If a pontoon is damaged or lost, Lessor shall have the option of requiring Lessee to restore it to good working order or replace it with a like pontoon in good repair. If Frame is bent in any fashion, the pontoon is considered a Total Loss to the Tomahawk Pontoon Rental and therefore you are Responsible for Replacement of the boat. **NO EXCEPTIONS.** Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or on, the rental pontoon(s), including loss or damage caused by malfunction or theft.

**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 the foregoing rental contract by Lessor, including expenses included in collection 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 that venue of any action hereunder shall be in the county of the Lessor.

**SEVERABILITY:** Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

**Tomahawk Pontoon Rental** will deliver the unit with a full tank of gas. **LESSEE** must contact Tomahawk Pontoon Rental if any refill of gas is necessary. Lessee is not to refill any gas.

A 5.5% Wisconsin state sales tax will be collected for each rental.

We accept: Cash, MasterCard, Visa, or Discover through PayPal.

**Cancellation Policy:**

- Cancellations over 14 days are eligible for full refund less PayPal fees.
- Cancellations between 7 and 14 days are eligible for the same refund ONLY if we are able to fill the reservation less PayPal fees.
- Cancellations less than 7 days out receive NO REFUND.
- Cancellation 24 hours or less will be charged a full Rental Rate. NO EXCEPTIONS.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

RETAINED DEPOSIT AMOUNT  
\$500.00

LESSOR: Tomahawk Pontoon Rental

LESSEE: (Please Print) X \_\_\_\_\_

Signature: X \_\_\_\_\_

Date: X \_\_\_\_\_

Copy of driver's License and credit card on file Y / N

Total: \_\_\_\_\_

**Inventory Check Form – 22' Trinidad 224**

**3-Bumpers with Ropes - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**  
- Cost \$20.00 each

**Rips, Tears or Burned Seats - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**

**2 Tie Off Ropes - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**

**3 Packages of Life Jackets & Throwable (Emergency Use Only - Not for swimming)**  
**Check Out \_\_\_\_\_ # \_\_\_\_\_ Check In \_\_\_\_\_ # \_\_\_\_\_**  
- Cost \$50.00 each

**Propeller - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**  
- Slight Damage - \$50.00 Major Damage \$125.00

**Optional Trolling Motor - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**  
- Shaft and/or Prop Damage will require an estimate that will be taken off the deposit

**2 Anchors with Ropes - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**  
- Cost \$75.00

**Bimini Cover - Check Out \_\_\_\_\_ Check In \_\_\_\_\_**  
- Cost \$75.00

# WAIVER AND RELEASE OF LIABILITY AGREEMENT

## I. DISCLAIMER

This form is a **Waiver**, also known as a **Release of Liability and Assumption of Risk Agreement** (hereinafter the "Liability Agreement") is applicable to all renters, operators, passengers, and any other users of pontoon boats and boating equipment not to exclude all accessories provided (hereinafter collectively the "Pontoon") provided by **Tomahawk Pontoon Rental**, a Wisconsin Corporation (hereinafter "**Tomahawk Pontoon Rental**") as well as any other affiliated entities or individuals there under. For purposes of this Liability Agreement, the term "**Tomahawk Pontoon Rental**" shall include all member(s), manager(s), officer(s), employee(s), agent(s), representative(s), assign(s), successor(s), insurer(s) and subsidiaries of **Tomahawk Pontoon Rental**. **Renter** agrees that you are also signing this Liability Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. Renter agrees that you will disclose to **Tomahawk Pontoon Rental** all potential renters, operators, passengers and users of the Pontoon. **Renter** further agrees that in the event you fail to notify **Tomahawk Pontoon Rental** of all potential renters, operators, passengers or users of such Pontoon, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the negligence of **Tomahawk Pontoon Rental**.

Initial Acceptance \_\_\_\_\_

## II. WARNINGS

In consideration of the use of the pontoon boat equipment and the property, facilities and/or services of **Tomahawk Pontoon Rental**, the undersigned **Renter** acknowledges the following warning:

**WARNING:** There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of Watercraft, including but not limited to pontoon boats and their related equipment. These risks are inherent in boating and may be present even if the pontoon boat equipment is used properly and even in still water. The **Renter** understands and acknowledges that the operation of the Pontoon involves risks such as, but not limited to, the following:

- (a) changing water flow, conditions or currents;
- (b) collision with other participants, any portion of the interior of the craft, other watercraft, man-made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders;
- (c) cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, sun stroke, and dehydration;
- (d) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals;
- (e) sense of balance, physical coordination, ability to swim, and/or ability to follow directions;
- (f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning;
- (g) injury while getting in and out of the craft;
- (h) the presence of wild animals, including marine life forms;
- (i) unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the pontoon.

### III. Assumption of Risk.

Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a pontoon boat and the pontoon boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the pontoon boat and pontoon boat's equipment. By executing this agreement Renter expressly assumes all risks that arise from the use and operation of the pontoon boat or pontoon boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors and/or circumstances related to the use of the pontoon boat and pontoon boat equipment.

**The motor must be completely off when swimming or using the ladder.**

**To explicitly acknowledge the Renter's assumption of risk,  
Renter shall place their initials here: \_\_\_\_\_ .**

### IV. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Liability Agreement, Waiver and Release and to ask any questions associated with said Liability Agreement, Waiver and Release. The undersigned further states that he/she has carefully read the foregoing Liability Agreement, Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against **Tomahawk Pontoon Rental** for **Tomahawk Pontoon Rental's** negligence.

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

### V. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A PONTOON HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING AND/OR PROPERTY LOSS NOT TO EXCLUDE DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE PONTOON, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE PONTOON INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE PONTOON OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF **TOMAHAWK PONTOON RENTAL**, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE PONTOON.

**To explicitly acknowledge the Renter's assumption of risk,  
Renter shall place their initials here: \_\_\_\_\_ .**

## **VI. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING**

I HEREBY RELEASE AND HOLD HARMLESS **TOMAHAWK PONTOON RENTAL** FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF **TOMAHAWK PONTOON RENTAL** OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE PONTOON OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF **TOMAHAWK PONTOON RENTAL** TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE PONTOON. AS PART OF THE CONSIDERATION FOR USING THE PONTOON, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST **TOMAHAWK PONTOON RENTAL** FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE PONTOON. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE **TOMAHAWK PONTOON RENTAL** FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

**To explicitly acknowledge the Renter's agreement of Release,  
Renter shall place their initials here: \_\_\_\_\_ (Renter must initial).**

## **VII. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING**

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS **TOMAHAWK PONTOON RENTAL** FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER PONTOON, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF PONTOON PROVIDED BY **TOMAHAWK PONTOON RENTAL, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF TOMAHAWK PONTOON RENTAL.**

I expressly agree that **TOMAHAWK PONTOON RENTAL** shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Pontoon.

**To explicitly acknowledge the Renter's agreement of indemnity,  
Renter shall place their initials here: \_\_\_\_\_ (Renter must initial).**

## **VIII. INDEMNITY / LIABILITY TO TOMAHAWK PONTOON RENTAL —CAUTION!! READ BEFORE SIGNING**

The undersigned Renter agrees to indemnify and defend, **TOMAHAWK PONTOON RENTAL** from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment and that Renter shall hold **TOMAHAWK PONTOON RENTAL** and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the pontoon boat and pontoon boat equipment, which include but are not limited to damages to or destruction of any property of an Indemnitee, of damages for injury or death of the undersigned or passenger(s) on the Pontoon, or any liability arising

from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of **TOMAHAWK PONTOON RENTAL**. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

**To explicitly acknowledge the Renter's agreement of indemnity,**  
**Renter shall place their initials here: \_\_\_\_\_ (Renter must initial).**

### **IX. LIQUIDATED DAMAGES**

The undersigned and **TOMAHAWK PONTOON RENTAL** hereby agree that in the event of any claim for loss or damages by the Renter or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment, alleging the negligence of **TOMAHAWK PONTOON RENTAL**, that said damages will be difficult to determine and/or calculate to separate from any other parties' negligence. To avoid the cost and effort to separate and calculate such damages, the undersigned and **TOMAHAWK PONTOON RENTAL** agree that in the event of a proven claim for loss and resulting damages due to **TOMAHAWK PONTOON RENTAL'S** negligence that a reasonable measure of said negligence shall be limited to the amount of the pontoon rental. **TOMAHAWK PONTOON RENTAL** shall pay such amount to the Renter within thirty (30) days of the confirmation of said negligence. Such payment shall satisfy all liability for such negligence and shall be the exclusive remedy for all such claims.

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

### **X. SEVERABILITY**

The undersigned hereby agrees that in the event any term or any part of any term of this Liability Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

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

**\*\*\* READ RELEASE BEFORE SIGNING \*\*\***

**IN WITNESS WHEREOF, THE UNDERSIGNED RENTER HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND TO THIS AGREEMENT EFFECTIVELY WAIVING THEIR RIGHTS AND RELEASING OF LIABILITY TO TOMAHAWK PONTOON RENTAL, FURTHER REALIZES IT RELATES TO SURRENDERING VALUABLE LEGAL RIGHTS AND ASSUMING IMPORTANT LEGAL RESPONSIBILITIES, DOES SO FREELY AND VOLUNTARILY, AND DOES SO FOR HIMSELF OR HERSELF AND HIS OR HER HEIRS, NOT TO EXCLUDE THE GUESTS I PERSONALLY ALLOW ABOARD SAID VESSEL, ASSIGNS AND LEGAL REPRESENTATIVES.**

**Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Tomahawk Pontoon Rental Representative**

\_\_\_\_\_



**DRIVERS AUTHORIZED BY RENTER:**

- 1. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_
- 2. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_
- 3. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_
- 4. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

**Delivery Day:** \_\_\_\_\_ **Pick Up Day:** \_\_\_\_\_ **Where:** \_\_\_\_\_

**Renter's Guest Itinerary:**

- 1. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 2. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 3. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 4. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 5. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 6. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 7. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 8. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 9. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 10. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 11. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 12. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 13. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_
- 14. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_