



WATERCRAFT CHECKOUT AGREEMENT

NUMBER OF PEOPLE IN GROUP #

WATERCRAFT USERS	
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MOTOR BOAT **KAYAK**

As a motorboat user I am in possession of a valid Boater Card issued by the State of California

YES, I would like to receive email from The Nature Conservancy!

You will receive the monthly online newsletter *Great Places*, invitations to local activities and opportunities to get out to Conservancy Preserves near you. (We will never share your email address with anyone else, ever!)

Email _____

PRIMARY WATERCRAFT OPERATOR

(must be at least 18 years of age)

Customer Name _____

License Plate or DL # _____

Street Address _____

City / State _____

Zip Code _____

Company (optional) _____

Telephone (optional) _____

BOATING RULES

(by signing below, you are agreeing to adhere to the following rules)

- I confirm that there are the appropriate number and sizes of life jackets in the boat for the number of people on board. They must fit and be worn at all times.
- I am aware that it is illegal to operate a motorized boat, or to permit others to do so, when under the influence of alcohol or illegal substances.
- I confirm that I have the necessary skill set and experience to utilize the watercraft in a responsible manner in the given environment.
- I agree to follow and be liable to all boating and fishing laws of the state of California.
- I understand that on-site staff may cancel this agreement and request that watercraft be returned at any time.
- I confirm that I will not operate watercraft during inclement or impending bad weather and will promptly return to shore during potentially dangerous weather conditions.
- I agree to pay the cost of any lost or damaged equipment to Company, including, but is not limited to, damage to the propeller and hull.

The undersigned has/have read fully and hereby agree(s) to the Waiver of Liability, Hold Harmless, and Indemnification Provisions which are set out on the reverse side of this sheet, which are an integral part of this Agreement. This Agreement constitutes the entire agreement and understanding between myself and Company. This Agreement supersedes and replaces any and all previous agreements, discussions or understandings, whether oral or written between myself and Company. I acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given me regarding the condition of the Watercraft or Company's equipment, facilities, premises, or services.

BY SIGNING THIS CONTRACT, I KNOW THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

THIS FORM MUST BE SIGNED TO USE WATERCRAFT

*** Parents or Guardians must sign for minors and incompetents ***

Signature _____

Printed Name _____

Signature _____

Printed Name _____

NUMBER OF MINORS _____

DATE _____

BOAT USE AGREEMENT WITH WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION PROVISIONS

By signing this Boat Use Agreement with Waiver of Liability, Hold Harmless, and Indemnification Provisions (this "Agreement"), I acknowledge and agree with, and represent to, both The Nature Conservancy, a District of Columbia non-profit corporation ("TNC"), and the Truckee Donner Land Trust, a California non-profit corporation ("TDLT"), who are sometimes hereinafter referred to generically, jointly and severally, as "Company", as follows:

I am familiar with the safe operation of the motor boat, kayak, paddle board, float tube, or other type of watercraft being provided for my use by Company pursuant to this Agreement (as applicable, the "Watercraft"), and I am familiar with and will comply with all rules and practices customarily applicable to, and/or prescribed by Company for, the safe operation of the Watercraft.

I represent to Company that I am in good health, and am not aware of any physical or medical condition which might endanger me or anyone else as I use the Watercraft.

I acknowledge and agree that a copy of the ABC's of Boating (or other applicable state or federal boating safety guide) has been provided to me and I have had the opportunity to read and ask the Company questions about the information contained in the guide.

I agree to comply with all federal, state and municipal laws and regulations applicable to the use of the Watercraft. If I operate the Watercraft, I will operate the Watercraft in a careful and prudent manner. I understand that the only person authorized to operate the Watercraft is a person who has signed this agreement; is over eighteen years of age and is competent to operate the Watercraft.

If I operate the Watercraft, I understand that I am not allowed to have anyone else who has not signed this Agreement operate or participate in the use of the Watercraft. I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the use of the Watercraft, and will also require all others aboard to wear a life jacket.

I understand that Company does not provide insurance to cover the risks of damage to my property, personal injury and death that could occur while I am in, on or around the Watercraft or Company's facilities or premises. I agree that any insurer I may have who may provide coverage for me or others on the Watercraft has no right of subrogation against Company.

If I am going to operate the Watercraft, I agree that operating Watercraft under the influence of drugs and alcohol will result in confiscation of the Watercraft and cancellation of this rental agreement. Intoxication will not be tolerated on the Watercraft or on or around Company's premises. If I am going to operate the Watercraft, I agree that if I am arrested for driving under the influence of intoxicants, or allow anyone else who has not signed this agreement to operate the Watercraft while under the influence, I shall bear any and all additional charges that may arise from said arrest or intoxication. **DO NOT DRINK AND DRIVE!**

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I agree to assume responsibility, even those risks arising out of negligence by Company, other passengers, riders, and/or all participants on the Watercraft. My and our participation in the activity is purely voluntary. I assume full responsibility for myself and all passengers on the Watercraft, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of passengers, riders, quests and any other passenger on the Watercraft and even if caused, in whole or in part by the negligence or other fault of the Company, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns.

I agree to the foregoing because I understand that Watercraft, water bodies and areas in and around watercraft and watercraft concessions can be hazardous to both property and persons, thereby posing a substantial risk of damage, injury and even death to both property and persons. Such hazards include but are not limited to:

- 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, tides, whirlpools and cold water temperatures, exposure or overexposure to cold (Hypothermia) or heat;
- C. 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 Company's premises or staging areas;
- D. Damage, injury or death as a result of traversing in or around Company's premises or staging areas, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks;
- E. Injury or death as a result of ingesting contaminated fresh water, drink or food;
- F. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, suffering a propeller strike from a motorized vessel, or while launching and landing on shore whether on land or dock, or as a result of collision with natural or man-made debris;
- G. Muscular or skeletal injury, strain or damage due to physical exertion, especially, but not limited to, my head, wrists, arms, shoulders, legs and back;
- 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 a 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 personal flotation device;
- N. Failing to understand basic or other instructions provided by Company, it's agents, guides or employees;
- O. Vehicular or pedestrian accident while being transported to or walking to or from Company's premises or staging areas, including transportation to and from the Vessel or to and from the Company's facilities or premises ;
- P. Inadequate repair or maintenance of Company facilities and equipment; and
- Q. Error, inattention or negligence on the part of Company, its officers, agents, guides and employees, including inadequate instruction or assistance.

By signing this Agreement, I acknowledge that if anyone is hurt or property is damaged while I am using the Watercraft, or during my presence on or use of the Watercraft or Company's equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against Company on the basis of any claim, including subrogation, from which I have released it herein, including claims that the Company 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 I 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 the Company's respective officers, directors, employees, agents, subsidiaries, legal representatives and assigns, 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 Watercraft, Company's watercraft, 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 arising solely or partially from the negligence or other fault of the Company.

This Agreement Continues on the Reverse Side