

RENTAL AGREEMENT, WAIVER & RELEASE OF LIABILITY

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*Ocean Motion LLC DBA Huntington Harbor Boat Rentals & Ocean Motion LLC DBA Sundream Rentals
(collectively referred to herein as "The Boat Club" or "Releasees")
16722 Pacific Coast Hwy, Huntington Beach, CA 90742*

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS.

RENTER/OPERATOR INFORMATION

Renter/Operator Full Legal Name: _____

Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Date: _____

I, the undersigned, being at least 18 years of age and legally competent, in consideration of being permitted to rent and/or operate a boat and participate in recreational activities provided by The Boat Club, for myself and on behalf of my heirs, assigns, personal representatives, and estate, hereby agree to the following:

TERMS OF USE

I have received and verified a U.S. Coast Guard-approved life jacket for each child in my party and confirmed that a properly fitting adult life jacket is available for each adult passenger. I have been shown the location of all life jackets onboard.

Renter/Operator Initials: _____

I understand and agree that a **refundable security deposit of \$500.00** is required per rental and may be paid via Cash, American Express, Visa, or MasterCard. I authorize The Boat Club to apply this deposit toward the **full cost of any damage, loss, or cleaning required**. Up to \$100.00 may be withheld for cleaning if the vessel is not returned in clean condition.

Renter/Operator Initials: _____

I acknowledge that violation of The Boat Club's policies may result in **automatic forfeiture of the security deposit and/or additional fees** as listed below (non-exhaustive):

- **Operating outside designated boundaries** – forfeiture of deposit
- **Beaching the boat** – forfeiture of deposit plus damages
- **Unauthorized operation or misuse** – full cost of repairs or replacement, at The Boat Club's sole discretion
- **Retrieval/recovery of vessel** – \$350 retrieval fee
- **Late return of vessel by 10 minutes or more** – additional hour charge plus the next renter's booking

I accept **full financial responsibility** for all such charges, which may be billed to my card on file or paid immediately upon demand.

Renter/Operator Initials: _____

I **accept full personal financial responsibility** for any and all loss, damage, injury, or legal claims associated with the use or operation of the vessel—regardless of fault, including acts of God, negligence, or the conduct of third parties.

Renter/Operator Initials: _____

I acknowledge that **no captain or personnel** will be provided by The Boat Club. I have received and understood operating instructions, safety briefings, area maps, and navigational boundaries. I certify that I am physically and mentally capable of safely operating the vessel, and I agree **not to engage in any of the following**:

- Beaching the vessel
- Swimming or fishing from the vessel
- Towing other vessels or watercraft
- Allowing unsafe or unlawful behavior aboard the vessel

Renter/Operator Initials: _____

I confirm that I have **watched and understood the mandatory instructional safety video**. I agree to **strictly follow all federal, state, and local boating laws**, as well as all instructions provided by The Boat Club. I voluntarily **assume full responsibility** for the operation of the vessel and for the safety and conduct of all passengers during the rental period. I hereby **release The Boat Club from any liability** for injury, loss, or damage arising from or related to my rental.

Renter/Operator Initials: _____

AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club’s premises, docks, and vessels. I grant The Boat Club the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

Renter/Operator Initials: _____

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK

I understand that recreational boating entails **inherent and unforeseeable risks**, including but not limited to: drowning, capsizing, collision, personal injury, illness, exposure to the elements, equipment failure, submerged objects, strong currents, tides, weather changes, and overhead hazards (e.g., bridges). I voluntarily **accept all such risks**, whether known or unknown.

I acknowledge that the list of risks above is **not exhaustive**, and I voluntarily assume full responsibility for **any and all consequences** that may arise from my participation, whether foreseen or unforeseen.

Renter/Operator Initials: _____

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, AND REPRESENTATIVES, HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE The Boat Club, its officers, owners, managers, employees, contractors, insurers, affiliates, and agents (collectively, the “Releasees”) from any and **all liability, claims, causes of action, losses, or damages** arising out of or related to my rental or use of the vessel or presence on The Boat Club’s premises—including, without limitation, claims for bodily injury, death, property damage, negligence, negligent rescue, or breach of statutory duty.

Renter/Operator Initials: _____

I agree to **fully indemnify, defend, and hold harmless** the Releasees from and against any and all **claims, demands, damages, legal fees, or expenses**, whether initiated by third parties or passengers under my supervision, arising from or connected to the rental, operation, or use of the vessel, regardless of whether caused by negligence or any other act or omission.

Renter/Operator Initials: _____

ENTIRE AGREEMENT

This agreement represents the **entire understanding** between the parties and supersedes all prior oral or written statements. No modification shall be enforceable unless in writing and signed by both parties. If any part of this agreement is found to be unenforceable, the remaining terms shall remain in full force and effect. This agreement shall be governed by the laws of the State of California, and **any disputes** shall be resolved through **binding arbitration** in Orange County, California.

Renter/Operator Initials: _____

Renter/Operator's Name (Printed): _____

Renter/Operator's Signature: _____

Date: _____

PASSENGER LIABILITY WAIVER AND ACKNOWLEDGMENT OF RISK

This section must be completed and signed by all passengers. Adults must sign for minors.

ACKNOWLEDGEMENT OF RISK

I, the undersigned, acknowledge that participation in boating and related recreational activities involves **inherent and unanticipated risks**, including but not limited to: drowning, injury, collision with other vessels or objects, equipment failure, sudden changes in weather, exposure to the elements, or other unforeseen circumstances, which could result in **injury, illness, disease, disability, death, or property damage**. These risks may arise from **limited overhead clearance near bridges, strong currents, wind, tide shifts, or other natural or manmade conditions**.

I understand and accept that these risks **cannot be eliminated** without impairing the essential nature of the activity and that **some risks may not be foreseeable**.

VOLUNTARY PARTICIPATION

I certify that I am **at least 18 years of age or accompanied by a Parent or Legal Guardian**. I am voluntarily participating in this boating activity as a passenger. I affirm that I am **physically and mentally capable** of doing so. I understand that **The Boat Club does not provide a captain**, and that the vessel is operated by another participant who has assumed full responsibility for its navigation and safety.

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

In consideration for being permitted to participate, I hereby:

- **WAIVE, RELEASE, AND FOREVER DISCHARGE** The Boat Club, its owners, employees, officers, agents, and affiliates (the "Releasees") from any and all liability, claims, demands, or causes of action, including those arising from negligence, that may result from injury, disability, death, or property damage during or related to my participation in this activity.
- **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees from any and all liabilities, claims, damages, costs (including reasonable attorney's fees), or demands arising from my participation or presence on the vessel, including any claims by third parties.

SAFETY ACKNOWLEDGEMENT

I have been made aware of the **location of adult life jackets on board and/or have been provided with children life jackets**. I understand that wearing a life jacket is strongly advised and may be required by law or the vessel operator. I agree to wear a life jacket when advised to do so and understand that failure to do so is at my own risk.

AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club’s premises, docks, and vessels. I grant The Boat Club the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

ENTIRE AGREEMENT

By signing this document, I understand that this document constitutes the **entire agreement** between myself and The Boat Club with respect to my participation. It supersedes any prior discussions or representations. This waiver is **binding upon me**, my heirs, legal representatives, and assigns.

| PASSENGER SIGNATURES <i>Adults must sign for minors.</i> | | | |
|--|-----------------|-----------|------|
| # | Full Legal Name | Signature | Date |
| 1 | | | |
| 2 | | | |
| 3 | | | |
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| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
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| 11 | | | |

ADULT PASSENGER

ADULT PASSENGER LIABILITY WAIVER AND ACKNOWLEDGMENT OF RISK

Ocean Motion LLC DBA Huntington Harbor Boat Rentals & Ocean Motion LLC DBA Sundream Rentals (collectively, "The Boat Club")

16722 Pacific Coast Hwy, Huntington Beach, CA 90742

ACKNOWLEDGEMENT OF RISK

I, the undersigned, acknowledge that participation in boating and related recreational activities involves **inherent and unanticipated risks**, including but not limited to: drowning, injury, collision with other vessels or objects, equipment failure, sudden changes in weather, exposure to the elements, or other unforeseen circumstances, which could result in **injury, illness, disease, disability, death, or property damage**. These risks may arise from **limited overhead clearance near bridges, strong currents, wind, tide shifts, or other natural or manmade conditions**.

I understand and accept that these risks **cannot be eliminated** without impairing the essential nature of the activity and that **some risks may not be foreseeable**.

Initials: _____

VOLUNTARY PARTICIPATION

I certify that I am **at least 18 years of age** and that I am voluntarily participating in this boating activity as a passenger. I affirm that I am **physically and mentally capable** of doing so. I understand that **The Boat Club does not provide a captain**, and that the vessel is operated by another participant who has assumed full responsibility for its navigation and safety.

Initials: _____

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

In consideration for being permitted to participate, I hereby:

- **WAIVE, RELEASE, AND FOREVER DISCHARGE** The Boat Club, its owners, employees, officers, agents, and affiliates (the "Releasees") from any and all liability, claims, demands, or causes of action, including those arising from negligence, that may result from injury, disability, death, or property damage during or related to my participation in this activity.
- **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees from any and all liabilities, claims, damages, costs (including reasonable attorney's fees), or demands arising from my participation or presence on the vessel, including any claims by third parties.

Initials: _____

SAFETY ACKNOWLEDGEMENT

I have been made aware of the **location of adult life jackets** on board and understand that wearing a life jacket is strongly advised and may be required by law or the vessel operator. I agree to wear a life jacket when advised to do so and understand that failure to do so is at my own risk.

Initials: _____

AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club's premises, docks, and vessels. I grant The Boat Club the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

Initials: _____

ENTIRE AGREEMENT

By signing this document, I understand that this document constitutes the **entire agreement** between myself and The Boat Club with respect to my participation. It supersedes any prior discussions or representations. This waiver is **binding upon me**, my heirs, legal representatives, and assigns.

SIGNATURE

Passenger Name: _____

Passenger Signature: _____

Date: _____

MINOR PASSENGER

MINOR PASSENGER LIABILITY WAIVER AND ACKNOWLEDGMENT OF RISK

Ocean Motion LLC DBA Huntington Harbor Boat Rentals & Ocean Motion LLC DBA Sundream Rentals (collectively, "The Boat Club")

16722 Pacific Coast Hwy, Huntington Beach, CA 90742

Minor Passenger Name: _____

ACKNOWLEDGEMENT OF RISK

I, the undersigned parent or legal guardian of the above-named minor, acknowledge that participation in boating and related recreational activities involves **inherent and unanticipated risks**, including but not limited to: drowning, injury, collision with other vessels or objects, equipment failure, sudden changes in weather, exposure to the elements, or other unforeseen circumstances, which could result in **injury, illness, disease, disability, death, or property damage**. These risks may arise from **limited overhead clearance near bridges, strong currents, wind, tide shifts, or other natural or manmade conditions**.

I understand and accept that these risks **cannot be eliminated** without impairing the essential nature of the activity and that **some risks may not be foreseeable**.

Initials (Parent/Guardian): _____

VOLUNTARY PARTICIPATION

I represent that the above-named minor is voluntarily participating in this boating activity as a passenger and that they are **physically and mentally fit** to do so. I understand that **The Boat Club does not provide a captain**, and that the vessel is operated by another participant who has assumed full responsibility for its operation.

Initials (Parent/Guardian): _____

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

In consideration of the minor’s participation, I, on behalf of myself, the minor, and our respective heirs, executors, administrators, and assigns, hereby:

- **WAIVE, RELEASE, AND FOREVER DISCHARGE** The Boat Club, its owners, employees, officers, agents, and affiliates (the “Releasees”) from any and all liability, claims, demands, or causes of action, including those arising from negligence, that may result from injury, disability, death, or property damage during or related to the minor’s participation.
- **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees from any and all liabilities, claims, damages, costs (including reasonable attorney’s fees), or demands arising from the minor’s participation or presence on the vessel, including any claims by third parties.

Initials (Parent/Guardian): _____

SAFETY ACKNOWLEDGEMENT

I affirm that a **U.S. Coast Guard-approved life jacket** has been provided to the minor and that it fits properly. I acknowledge that it is the parent/guardian’s responsibility to ensure the life jacket is worn at all required times.

Initials (Parent/Guardian): _____

AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club’s premises, docks, and vessels. I grant The Boat Club the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

Initials (Parent/Guardian): _____

ENTIRE AGREEMENT

By signing this document, I understand that this document represents the **entire agreement** between myself, the minor, and The Boat Club with respect to participation. It supersedes any prior oral or written representations. This waiver is **binding on me, the minor, our heirs, legal representatives, and assigns**.

SIGNATURES

Printed Name of Parent/Legal Guardian: _____

Parent/Legal Guardian Signature: _____ Date: _____

RENTER/OPERATOR

RENTAL AGREEMENT, WAIVER & RELEASE OF LIABILITY

*Ocean Motion LLC DBA Huntington Harbor Boat Rentals & Ocean Motion LLC DBA Sundream Rentals
(collectively referred to herein as "The Boat Club" or "Releasees")
16722 Pacific Coast Hwy, Huntington Beach, CA 90742*

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS.

Renter/Operator Full Legal Name: _____

Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Date: _____

I, the undersigned, being at least 18 years of age and legally competent, in consideration of being permitted to rent and/or operate a boat and participate in recreational activities provided by The Boat Club, for myself and on behalf of my heirs, assigns, personal representatives, and estate, hereby agree to the following:

TERMS OF USE

I have received and verified a U.S. Coast Guard-approved life jacket for each child in my party and confirmed that a properly fitting adult life jacket is available for each adult passenger. I have been shown the location of all life jackets onboard.

Initials: _____

I understand and agree that a **refundable security deposit of \$500.00** is required per rental and may be paid via Cash, American Express, Visa, or MasterCard. I authorize The Boat Club to apply this deposit toward the **full cost of any damage, loss, or cleaning required**. Up to \$100.00 may be withheld for cleaning if the vessel is not returned in clean condition.

Initials: _____

I acknowledge that violation of The Boat Club's policies may result in **automatic forfeiture of the security deposit and/or additional fees** as listed below (non-exhaustive):

- **Operating outside designated boundaries** – forfeiture of deposit
- **Beaching the boat** – forfeiture of deposit plus damages
- **Unauthorized operation or misuse** – full cost of repairs or replacement, at The Boat Club's sole discretion
- **Retrieval/recovery of vessel** – \$350 retrieval fee
- **Late return of vessel by 10 minutes or more** – additional hour charge plus the next renter's booking

I accept **full financial responsibility** for all such charges, which may be billed to my card on file or paid immediately upon demand.

Initials: _____

I **accept full personal financial responsibility** for any and all loss, damage, injury, or legal claims associated with the use or operation of the vessel—regardless of fault, including acts of God, negligence, or the conduct of third parties.

Initials: _____

I acknowledge that **no captain or personnel** will be provided by The Boat Club. I have received and understood operating instructions, safety briefings, area maps, and navigational boundaries. I certify that I am physically and mentally capable of safely operating the vessel, and I agree **not to engage in any of the following:**

- Beaching the vessel
- Swimming or fishing from the vessel
- Towing other vessels or watercraft
- Allowing unsafe or unlawful behavior aboard the vessel

Initials: _____

I confirm that I have **watched and understood the mandatory instructional safety video**. I agree to **strictly follow all federal, state, and local boating laws**, as well as all instructions provided by The Boat Club. I voluntarily **assume full responsibility** for the operation of the vessel and for the safety and conduct of all passengers during the rental period. I hereby **release The Boat Club from any liability** for injury, loss, or damage arising from or related to my rental.

Initials: _____

AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT

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Initials: _____

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK

I understand that recreational boating entails **inherent and unforeseeable risks**, including but not limited to: drowning, capsizing, collision, personal injury, illness, exposure to the elements, equipment failure, submerged objects, strong currents, tides, weather changes, and overhead hazards (e.g., bridges). I voluntarily **accept all such risks**, whether known or unknown.

I acknowledge that the list of risks above is **not exhaustive**, and I voluntarily assume full responsibility for **any and all consequences** that may arise from my participation, whether foreseen or unforeseen.

Initials: _____

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, AND REPRESENTATIVES, HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE The Boat Club, its officers, owners, managers, employees, contractors, insurers, affiliates, and agents (collectively, the "Releasees") from any and **all liability, claims, causes of action, losses, or damages** arising out of or related to my rental or use of the vessel or presence on The Boat Club's premises—including, without limitation, claims for bodily injury, death, property damage, negligence, negligent rescue, or breach of statutory duty.

Initials: _____

I agree to **fully indemnify, defend, and hold harmless** the Releasees from and against any and all **claims, demands, damages, legal fees, or expenses**, whether initiated by third parties or passengers under my supervision, arising from or connected to the rental, operation, or use of the vessel, regardless of whether caused by negligence or any other act or omission.

Initials: _____

ENTIRE AGREEMENT

This agreement represents the **entire understanding** between the parties and supersedes all prior oral or written statements. No modification shall be enforceable unless in writing and signed by both parties. If any part of this agreement is found to be unenforceable, the remaining terms shall remain in full force and effect. This agreement shall be governed by the laws of the State of California, and **any disputes** shall be resolved through **binding arbitration** in Orange County, California.

Initials: _____

Renter/Operator's Name (Printed): _____

Renter/Operator's Signature: _____

Date: _____

insurance clause

OPTIONAL INSURANCE COVERAGE

YES NO

If “NO” is selected, I acknowledge that I have **declined** insurance coverage and am thereby **accepting full personal financial responsibility** for any and all loss, damage, injury, or legal claims associated with the use or operation of the vessel—regardless of fault, including acts of God, negligence, or the conduct of third parties.

Initials: _____