



Welcome to Sunset Pointe, Edgewater's only source for renting paddle sports equipment. Our new community ship store is ready to facilitate your water recreational fun. We offer single and tandem kayaks, canoes and water sport packages.

We share in your passion for the water and wish to invite you to enjoy an afternoon on Fishing Creek Lake, 3,300 acre lake with over 61 miles of shoreline. This beautiful lake was built by Duke Energy in 1916 and has limited access which eliminates overcrowding

The 30 mile stretch of the Catawba River is Ideal for Kayaking and canoeing.

BOAT RENTAL AGREEMENT AND RELEASE FORM

Renter's Information

Name	
Phone	
Birth Date	
Address	
email	

Edgewater Sunset Pointe agrees to rent the following paddle sports equipment to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Boat Type (Number)	Kayak (1 Person)		Kayak (2 Person)		Canoe	
Life Vests (Qty)	X Small	Small	Med	Large	X Large	XX Large
Paddles (Qty)	Kayak Paddle			Canoe Paddle		

The Craft(s) shall be rented for the time period and hourly rate specified as follows:

Hourly Rate		Security Deposit Due	
Time In (Scheduled/Actual)		Time Out	
Total Hours		Total Rental Amount	

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE CRAFT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Edgewater Sunset Pointe, and its agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter

ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse or abuse) of this equipment; or in any way arising out of the rental relationship between Renter and Edgewater Sunset Pointe.

Terms and Conditions

1. Assumption of Risk.

Renter acknowledges that the activities for which the Craft is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Craft.

_____ Renter Initials

2. Acceptable Use.

Renter agrees and acknowledges that he/she will be the sole operator of the Craft, with exception of additional approved operators, and will use the Craft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Edgewater Golf Club LLC, and all applicable laws and regulations.

_____ Renter Initials.

3. Prohibited Activities.

Renter shall not violate any of the following rules and regulations during his/her operation of the Craft:

- There are no additional passengers or operators permitted on the Craft unless expressly permitted by Company in writing prior to use.
- There is no smoking while on the Craft.
- There are no alcoholic beverages permitted on the Craft. Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
- There are no pets permitted on the Craft.
- There is no fishing permitted from the Craft.
- There shall be no racing, or "wake chasing" while on the Craft.
- Personal flotation devices, or "Life Jackets" are provided by company, and **MUST BE WORN AT ALL TIMES.**

_____ Renter Initials.

4. Age.

Renter is at least 18 years of age. No one under the age of 18 is permitted to rent a boat.

_____ Renter Initials.

5. Unsafe Use.

If at any time Edgewater Sunset Pointe determines that Renter has engaged in an unsafe or hazardous use of the Craft, Edgewater Sunset Pointe may immediately terminate the rental. Upon notification of termination, Renter must return equipment to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Edgewater Sunset Pointe shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

_____ Renter Initials.

6. Condition of Craft upon Return.

The Renter shall return the Craft to the designated docking area clean, free of garbage and debris and in the same condition as it was in when given to Renter excepting ordinary wear and

tear. Renter shall be responsible for any damage caused to the equipment during the rental period. Edgewater Sunset Pointe shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Equipment exceed the amount of the security deposit, Renter shall be billed by Edgewater Sunset Pointe for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

_____ Renter Initials.

7. Late Return.

If Renter returns the Craft to the designated docking area more than 20 minutes after the scheduled "Time In," Renter shall pay a fee of \$2.00 for every minute that the craft is overdue. If it is known that the craft is going to be late, Edgewater Sunset Pointe must be notified in advance.

_____ Renter Initials.

8. Condition of Craft upon Return.

The Renter shall return the Craft to the designated docking area clean, free of garbage and debris and in the same condition as it was in when given to Renter excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the equipment during the rental period. Edgewater Sunset Pointe shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Equipment exceed the amount of the security deposit, Renter shall be billed by Edgewater Sunset Pointe for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

_____ Renter Initials.

9. Overnight Rentals.

If renter is renting the craft for an extended period, to include an overnight period, renter agrees to the following regulations, and/or company policies. Renter accepts full responsibility for the security of the craft, to include theft, fire, storm damage, or any other seen or unseen occurrence that impairs the appearance, usability, or mechanical integrity of the equipment.

_____ Renter Initials.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Renter Name _____

Renter Signature _____ Date _____

Additional approved operator has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Approved Operator Name _____

Approved Operator Signature _____ Date _____