

## ROCKY POINT RENTAL POLICIES

### RENTAL WATERCRAFT OPERATING AND SAFETY RULES

1. You may not get off your watercraft except at the rental site. You are not allowed to access surf, docks, rocks, piers or beaches. Please stay well away from surf-line, ocean-side of breakwaters and piers.
2. There is no swimming allowed in the harbor at any time.
3. Do not operate watercraft in close proximity to surf, piers or defined harbor's main channels as hazardous conditions exist.
4. Stay clear and yield way to motorized and sailing vessels.
5. Use caution when entering/exiting watercraft launching area, harbor entrance and when crossing main harbor channels.
6. Sea lions are wild animals. Please respect their space.

### LEASE TERMS AND ASSUMPTION OF RISK

I, the Lessee, have read and agree to the terms of this agreement. I am aware of potential hazards involved in waterfront access which include, but limited to, slipping, tripping or falling while accessing rental equipment via companionways, docks, facilities and grounds whether or not occasioned by Lessor's negligence. I am also aware of the hazards involved in watercraft and boating activities and voluntarily assumes all risks of injury that might be sustained by me and/or my passengers/guests, and acknowledge that I am assuming a voluntary risk to my person and passengers/guests in using the equipment and facilities. Lessee expressly waives any claim for personal injuries to his/her own person or third parties in connection with the use of the equipment. Lessee further warrants that he/she is responsible for the safety and conduct of passengers and/or guests. Lessee shall indemnify, defend, and hold harmless Lessor, its agents, and employees from all any and all claims, loss, or damage Lessor may sustain or suffer arising from the use, condition, possession, transportation or storage of any leased equipment including, but not limited to, claims concerning the loss of or damage to the equipment, the death of or injury to any person, or the damage to any property arising out of or related to Lessee's use, condition, possession, or storage of said equipment. Lessee shall reimburse Lessor for all expenses, losses, liabilities, and claims of any type, including reasonable attorney's fees, imposed on or incurred by Lessor because of Lessee's use or operation of any leased equipment or because of the failure of Lessee to perform any of the Lease's terms.

## CANCELLATION POLICY

Lessee may cancel individual or all watercraft rentals 4-days (96-hours) or more in advance of the scheduled rental and receive a 100% refund returned to their credit card account. Cancellations by lessee 48-hours or more in advance of the scheduled rental will receive a 50% refund. Cancellations by lessee less than 48-hours in advance of the scheduled rental, significantly reduce the Lessor's ability to re-book a watercraft rental, and as such are not accepted. Failure to appear for scheduled rental period shall constitute a cancellation. This cancellation policy shall remain in force irrespective of weather predictions.

Lessor has the right to cancel the rental at any time prior to, or during the rental period for weather, personal safety or circumstances beyond Lessor's control. In the event of Lessor cancellation, for any reason other than Lessee negligence, Lessor shall refund to Lessee %100 of the rental fee. Lessee will be notified via email and/or cell phone upon our decision to cancel a watercraft rental. Refunds will be returned to the Lessee's credit card account.

Lessor has a vested interest in your watercraft rental and we certainly will do our best to make your outing enjoyable. If we're open for business, we'll likely be able to get you on the water.