



wildwood

RESORT & MARINA | GRANVILLE, TENNESSEE

Reservation Date: _____ Arrival Time: _____

Dear Guest,

Thank you for choosing to rent one of our luxury pontoon boats!

Please find enclosed the paperwork necessary to complete your rental.

1. Wildwood Resort and Marina Pontoon Boat Rental Agreement

- Please fill out the form completely, paying particular attention to highlighted areas.
- The guest **must be at least 21 years of age** to rent a boat at Wildwood Resort and Marina.
- In accordance with Tennessee Law, anyone born after January 1, 1989, must show the TWRA (or appropriate state) issued wallet Boating Safety Education Certificate as proof of successful completion of the TWRA Boating Safety exam.
- Our boats have an occupancy limit of 12 people, including children (with the exception of our Double-Decker pontoon which is a limit of 14).

2. Assumption of Risk, Release of Liability, and Indemnity Form

- We have enclosed 12 (14 for our double-decker pontoon) forms for your use. One form must be filled out for each person boarding the boat with you. If children are accompanying you, please fill out a separate form for each child.

3. Markel Marine Insurance Form

Completing ALL documents prior to arrival will speed up the process and get you out on the water at your reservation time.

NOTE: Our boats have 12 adult life jackets (14 on Double-Decker pontoon) and 4 children's life jackets.

WE DO NOT HAVE INFANT LIFE JACKETS AND YOU WILL NEED TO PROVIDE A LIFE JACKET FOR ANY CHILD UNDER 50 LBS.

PLEASE ARRIVE **15 MINUTES BEFORE RENTAL TIME TO COMPLETE ORIENTATION.**

Thank you, again, for choosing Wildwood Resort and Marina. My staff and I look forward to helping you!

Drew Tillman, Dock Manager

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT

Granville Enterprises, LLC
d/b/a Wildwood Resort & Marina
7613 Granville Highway
Granville, Tennessee 38564

Boat Name

Guest Name

Rental Period:

Date _____ Time out _____ Time in _____

Description of Boat/Vessel ("Boat") Rented: _____

- No Refund for Early Return.
- Rental Fee **DOES NOT** include cost of fuel.
- There is a **\$100 cancellation fee** if canceled within 3 days of rental for reasons other than weather conditions.
- Maps are provided but **MUST** be returned or a \$25 charge will be assessed.
- This rental is subject to Lessee Liability and Indemnification Agreement on back

The undersigned,

Name _____

Email _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Number of adults on board _____

Number of children on board _____

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT

Rental Policy

Eligible Renters:

- Operators born after 1-1-1989 **MUST** have a Tennessee Boaters License
- Renters and drivers must have a valid Driver's License
- The person who signs the rental contract is defined as the driver and therefore will be the only individual allowed to operate the boat during the contracted time period.

Customer Initials Here to Confirm Understanding of Above: _____

The Rental Times:

- Full-day rental times are from 9:00 am - 5:00 pm
- Half-day rental times are from _____

Boat Rentals include the following:

Coast Guard approved life jackets _____

Boat Fenders _____

Fire Extinguisher _____

Whistle _____

First Aid Kit _____

A Throwable Cushion _____

Anchor and line _____

Dock Lines _____

Customer Initials Here to Confirm Above Equipment Provided: _____

WILDWOOD RESORT & MARINA PONTOON BOAT AGREEMENT

Important Notes:

- Renters are responsible for the cost of gas used during their rental period.
- Renters are responsible for all damages incurred during their rental period.
- There is a \$50 per pet fee to bring a pet aboard your rental
- Absolutely no grills are allowed on boats
- On the day of the rental reservation, the driver of the boat is required to bring a valid driver's license and a valid credit card (debit cards are not acceptable). If these two cards are not available the day of the rental, then we cannot send out the rental or fix the charges on the credit card.
- Boats cannot be taken farther upstream than Flynn's Lick Recreation Area and no farther downstream than the Cordell Hull Dam. Always maintain a 50-yard distance between the boat and the Dam.
- **Anyone renting the double-decker pontoon understands that NO ONE is allowed on the top level while the boat is moving.**
- **No one can be towed on a tube in any wake zone or in the marina.**

Customer Initials Here to Confirm Knowledge of Above: _____

Damages:

- Renters are responsible for all damages incurred during their rental period up to **\$1000**.
- Props damaged are assessed at \$300.
- **Any damage will be estimated and charged to your \$1000 security deposit immediately after the return of the boat.**
- Refusal to pay for damages assessed will result in immediate notification to all credit reporting agencies and we will file suit with small claims court where you will be required to pay our attorney's fees and court costs in addition to the charge for the actual damage. You will also be banned from ever renting our equipment in the future.
- If you do not agree with our assessed damage cost, we will charge the entire **\$1000** and have the damages professionally assessed. If you are due a refund we will immediately refund your card.
- Quite often, our assessment is less than the professional assessment we receive, therefore, it may be in your best interest to pay for the damage assessed on-site.

Customer Initials Here to Acknowledge Above Provisions: _____

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT**Safety:**

- For your safety, if you rent or bring a towable or tube, please be aware that tubers must wear life vests at all times. In addition, all those 15 years of age or younger must wear a life jacket when the boat is underway.

Customer Initials Here to Acknowledge Above: _____

Late Arrival or Return Policy

- If you are late to your rental reservation, you will forfeit that time on the water. The boat still needs to be returned at the scheduled time. If the boat is returned 15 to 60 minutes late, a \$25 fee will be charged for every 15 minutes late. If you are more than one hour late, then you will be charged for a weekday half-day rental of \$289 plus tax or subject to the following renter's bill if there is a rental immediately after your rental time.

Customer Initials Here to Acknowledge Above: _____

Cleaning Charge:

- We ask that your rental boat be returned in the same condition as you received it. There will be a \$50 cleaning fee if the boat takes extra effort to clean above the norm, i.e., excessive amounts of mud, stains, trash, food, etc.

Customer Initials Here to Acknowledge Above: _____

Signature of Boat Renter: _____

Print Name of Renter: _____

Date and Phone Number: _____

GRANVILLE ENTERPRISES, LLC

BY: _____

TITLE: _____



Markel Marine Insurance

Participant check-out acknowledgement

Rental company name: *Wildwood Resort + Marina*

Date: Renter: Boat: **Boat rental check-out and training**

General boating safety

1. Maintaining safe speed/monitor surroundings/drive defensively/no aggressive maneuvers
2. Maintaining a safe distance from other boats, objects and people
3. Do not enter the water without a lifejacket on, engine turned off and key removed
4. Conduct a head count before starting the engine
5. Always remain seated while the boat is in motion
6. Absolutely no sitting on the bow, sides or stern
7. Importance of attaching the engine shut-off cord/lanyard
8. Engine start and shut-off procedures
9. Dangers of CO2
10. Refueling procedures and engine blower use (if applicable)
11. Sound five blasts of the horn or whistle to signal danger or need for assistance
12. Boats do not have breaks – stopping the engine will not stop the boat
13. Proper boat anchoring procedures (if applicable)
14. Navigation rules – local laws, regulations, hazards and navigational markers
15. Towing sports safety, if allowed (i.e. water skiing, wake boarding, tubing)

Personal watercraft (PWC)

1. Dangers of water being forced into body cavities from the jet thrust nozzle – wetsuit or wetsuit bottoms recommended
2. Never apply throttle if any participants are in the water near the PWC
3. Dangers of loose items (i.e. clothing, hair, stones, etc.) being sucked into the jet drive intake
4. A life jacket must always be worn with kill switch lanyard attached
5. Horseplay is never allowed – no spraying or splashing others; no wake or wave jumping
6. Stopping the engine will not stop forward motion
7. Steering control is lost when the throttle is released, or when the engine is shut off
8. How to respond to a capsized PWC

Houseboat and pontoon boat

1. Keep fingers free from gates and hinges when exiting the boat
2. Proper use of navigation and anchor lights (houseboats only)
3. Keep gates closed and participants seated inside the gated area at all times when engine is running
4. Towing other boats is not permitted

MTD_Participant Checkout_1.2020 1

5. If the boat has an upper deck:

- No one is allowed on the upper deck while the engine is running
- No jumping from the upper deck
- A spotter must be present when participants are on the upper deck or using the slide

1. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat.
2. All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.
3. Operation of the boat is not allowed by anyone that is under the influence of any legal or illegal drugs or alcohol.
4. No boat operation from dusk to dawn.
5. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.
6. I have been provided emergency contact information.

Signatures

A signature is required from **each** participant boarding the rental boat.

_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name
_____ (please print) Signature	_____ Name

GRANVILLE ENTERPRISES, LLC D/B/A WILDWOOD RESORT & MARINA
AGREEMENT FOR WAIVER AND RELEASE OF LIABILITY

In consideration of Granville Enterprises, LLC d/b/a Wildwood Resort & Marina permitting me to rent a watercraft and/or participate as a passenger and/or operator in a rental from Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, I, _____ (please print full name), individually, and for my personal representatives, and heirs, agree as follows:

I HEREBY UNDERSTAND AND ACKNOWLEDGE THERE ARE INHERENT RISKS, DANGERS AND HAZARDS IN WATER SPORTS ACTIVITIES. These risks include, but are not limited to serious bodily injury, death and/or property damage. I agree I am renting, operating and/or using rental equipment at my own risk. I VOLUNTARILY ASSUME ALL SUCH RISKS OF BODILY INJURY, ILLNESS, DEATH, DAMAGE OR LOSS WITH FULL KNOWLEDGE AND APPRECIATION OF THE RISKS THAT MAY RESULT. _____ (Initial).

I HEREBY VOLUNTARILY AND KNOWINGLY RELEASE, WAIVE, AND DISCHARGE Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from all liability for any such loss, damage, bodily injury or death arising out of or related to said rental, EVEN IF SAID LOSS, DAMAGE, BODILY INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OR FAULT OF Granville Enterprises, LLC d/b/a Wildwood Resort & Marina. _____ (Initial).

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to said rental, to myself or any third parties, whether foreseen or unforeseen and agree to INDEMNIFY and HOLD HARMLESS Granville Enterprises, LLC d/b/a Wildwood Resort & Marina from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery which may accrue or otherwise be acquired on account of or related to the rental, operation or use of equipment provided by Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, EVEN IF CAUSED BY THE NEGLIGENCE OR FAULT OF Granville Enterprises, LLC d/b/a Wildwood Resort & Marina OR ANY OTHER PERSON. _____ (Initial).

I HEREBY AGREE I WILL NOT ALLOW ANY NON-DISCLOSED PERSONS TO OPERATE, PARTICIPATE IN OR USE SAID RENTAL EQUIPMENT. I HEREBY ASSUME FULL RESPONSIBILITY for all liability for any loss, damage, bodily injury or death arising out of or related to operation or participation in rental activities by any such NON-DISCLOSED OPERATORS, PASSENGERS AND USERS. _____ (Initial).

I agree I have reviewed the rules and regulations of Granville Enterprises, LLC d/b/a Wildwood Resort & Marina and further agree I will abide by those rules and regulations while participating in the rental offered by Granville Enterprises, LLC d/b/a Wildwood Resort & Marina. If a first time renter and/or operator of rental, I certify I have received an instructional orientation related to the operation of the equipment, rules of the waterway systems and other regulations specific to personal watercrafts. _____ (Initial).

I agree that the release and discharge set forth above is a general release. I expressly state I have read this Waiver and Release of Liability, fully understand its terms, understand I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had sufficient time and opportunity to discuss and ask questions regarding this release. _____ (Initial).

Participant's Signature

Date

Participants Address:

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms set forth in this release. I hereby release Granville Enterprises, LLC d/b/a Wildwood Resort & Marina from any injury or death that could result to the minor.

Signature of Parent or Guardian (if under 18)

Date

Parent or Guardian Address:

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Participant's Signature

Date

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In consideration of Granville Enterprises, LLC d/b/a Wildwood Resort & Marina permitting me to rent a watercraft and/or participate as a passenger and/or operator in a rental from Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, I, _____ (please print full name), individually, and for my personal representatives, and heirs, agree as follows:

I HEREBY UNDERSTAND AND ACKNOWLEDGE THERE ARE INHERENT RISKS, DANGERS AND HAZARDS IN WATER SPORTS ACTIVITIES. These risks include, but are not limited to serious bodily injury, death and/or property damage. I agree I am renting, operating and/or using rental equipment at my own risk. I VOLUNTARILY ASSUME ALL SUCH RISKS OF BODILY INJURY, ILLNESS, DEATH, DAMAGE OR LOSS WITH FULL KNOWLEDGE AND APPRECIATION OF THE RISKS THAT MAY RESULT. _____ (Initial).

I HEREBY VOLUNTARILY AND KNOWINGLY RELEASE, WAIVE, AND DISCHARGE Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from all liability for any such loss, damage, bodily injury or death arising out of or related to said rental, EVEN IF SAID LOSS, DAMAGE, BODILY INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OR FAULT OF Granville Enterprises, LLC d/b/a Wildwood Resort & Marina. _____ (Initial).

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to said rental, to myself or any third parties, whether foreseen or unforeseen and agree to INDEMNIFY and HOLD HARMLESS Granville Enterprises, LLC d/b/a Wildwood Resort & Marina from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery which may accrue or otherwise be acquired on account of or related to the rental, operation or use of equipment provided by Granville Enterprises, LLC d/b/a Wildwood Resort & Marina, EVEN IF CAUSED BY THE NEGLIGENCE OR FAULT OF Granville Enterprises, LLC d/b/a Wildwood Resort & Marina OR ANY OTHER PERSON. _____ (Initial).

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Participant's Signature

Date

Participants Address:

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Signature of Parent or Guardian (if under 18)

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