



# MABEL LAKE MARINA BOAT SLIP RENTAL AGREEMENT

RENTAL AGREEMENT and RELEASE, WAIVER AND INDEMNITY for Boat Slip # \_\_\_\_\_ (“Boat Slip”) within Mabel Lake Marina consisting of, but not limited to, docks, walkways, pilings, electrical works and services, gates, anchoring devices for the docks, and fuelling works and services and related facilities (“Marina”) Between **MABEL LAKE HOLIDAY CENTRE LTD.** (“MLHC”) as owner/operator of the Marina AND **Renter**.

Name(s): \_\_\_\_\_ (“Renter”)

Renter Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Boat Registration # \_\_\_\_\_ Boat Description: \_\_\_\_\_ (“Boat”)

Rental Period: \_\_\_\_\_ Prepaid Rent: \$ \_\_\_\_\_ (excluding taxes)

Key Fob # \_\_\_\_\_ Key Fob Deposit Paid: \$50.00 (forfeited if Key Fob not returned in operating condition at end of rental period)

MLHC hereby gives Renter a license to occupy the Boat Slip and use the Marina during the Rental Period and, therefore, Renter agrees (jointly and severally if more than one) with MLHC as follows:

1. Renter will read and comply with, and will cause all others permitted by him/her to use the Boat, Marina or Boat Slip (collectively called “the Users”) to comply with all Marina Rules posted by MLHC at the Marina from time to time during the Rental Period. All Renter and all Users who use the Marina, do so at their own risk. Renter releases MLHC and its officers, directors, shareholders, employees and contractors from all liability for personal injury, death and or property damage or loss suffered in, on or about the Marina by Renter and any and all Users.
2. Renter will pay MLHC, on demand, for the costs of repair or replacement of any and all parts of the Marina and the costs of repair or replacement of any third parties’ property resulting from damage caused directly or indirectly by Renter or any of the Users within or about the Marina.
3. Renter will indemnify MLHC, its directors, officers and employees and contractors against all liabilities, damages, costs, expenses, claims, suits, actions, arbitrations, settlements and judgments of every nature and kind whatsoever suffered or incurred by any of them, arising or resulting from:
  - a. all loss, damage, personal injury or death suffered or incurred by Renter or any of the Users while on, within, or using the Marina Facilities or the Boat, and
  - b. all loss, damage, personal injury or death suffered or incurred by third parties and caused directly or indirectly by Renter or any of the Users.
4. This Agreement binds and benefits the parties hereto and their respective heirs, executors, administrators, personal representatives and successors.
5. Renter further confirms to MLHC that Renter has and will at all times have in place a valid prepaid policy of third-party liability insurance for the Boat, including coverage for bodily injury and property damage, with liability limits no less than \$2,000,000 per occurrence, with no less than a \$2,000,000 policy aggregate, and no single event or aggregate deductible exceeding \$2,500. Renter agrees that MLHC is entitled to rely on this statement as being true.
6. If this Release, Waiver and Indemnity is given by two or more of us as Renter, our liability hereunder is joint and several i.e. MLHC is entitled to enforce our covenants given herein against and to seek indemnity hereunder entirely from any one or more of us as MLHC sees fit.

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory of MLHC

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Signature of Renter