



SILVERTHORN RESORT RENTAL CONTRACT

Contract Holder:	Confirmation/Folio #:
Cell #1:	Cell #2:
Boat Type:	Boat #:
Arrival Date:	Arrival Time: 9:45 a.m.
Return Date:	Return Time: 5:45 p.m. May-Sept / 4 p.m. Oct-Apr

1. **RENTAL PAYMENT.** The reservation deposit is applied to the cost of the rental. The balance of the rental is due **at least 75 days prior** to the scheduled arrival date. **If full payment is not received 75 days prior to the scheduled arrival date, your reservation will be considered cancelled, WITHOUT NOTICE, and the entire deposit will be forfeited.**
2. **CANCELLATION.** There is a full refund on reservations canceled 5 days or less from the date of booking if the reservation is made at least 75 days prior to the arrival date. 50% of the deposit is refundable if the reservation is cancelled in writing, **more than 75 days prior to arrival date**. Cancellations made 46 to 74 days prior to arrival date will result in forfeiture of full deposit. All fees paid will be retained if canceled within 45 days of arrival date.
3. **DEPOSITS.**

BOOKING DEPOSIT. A booking deposit "secures" the reservation and is applied towards the rental fee. Booking deposits are as follows: Wakeboard Boat \$250.00, Patio Boat \$200.00 or \$100.00, and Fishing Boat \$50.00

DAMAGE DEPOSIT. A damage deposit is required for all rentals prior to boarding/occupancy and is as follows: Wakeboard Boat \$500.00 and Patio Boat/Fishing Boat \$200.00
Damage deposits can be made by cash or credit card. **NO PERSONAL CHECKS WILL BE ACCEPTED.**

NOTE: Deposits will be kept in total, or in part, if cabins or small boats are returned damaged, unclean or without complete inventory. The deposit will be refunded less any charges for extensive cleaning, damages or loss of inventory items, or charged to a credit card if deposit is insufficient to cover damages.
4. **FORM OF PAYMENT.** Payment for deposits, rental, gas and supplies may be made by cash, VISA, MasterCard or American Express. No cash refunds will be made unless you have paid the deposit in cash. Credit card payments are processed when received.
5. **REPAIR & REFUND POLICY.** Silverthorn Resort is committed to making your Houseboat Vacation as trouble free as possible. Please understand that there are many operational parts on a boat, several of which can fail unforeseeably. Although there are **NO REFUNDS** given for such failures, it is our commitment and responsibility to repair the problem in a timely and efficient manner. This can only happen if we are made aware of the problem at the time it occurs. Should you experience failure of any kind, please notify the Resort immediately. Refunds are not given for inconveniences due to boat malfunctions.
6. **GAS.** The gas tanks will be full at departure, and will be filled at the primary Renter's expense upon return of the vessel. **All gas used is the primary Renter's responsibility.**
7. **CHECK-IN.** **Renter may not board the boat or other equipment until all paperwork has been completed and instructions regarding operation of boat and equipment have been completed.**
8. **CHECK-OUT.** The Vessel must be unloaded, cleaned and returned to the gas dock by **4 pm (off-season) or 5:45 pm (on-season)** on the return date shown above. A late charge may be charged on late returns and will be deducted from the deposit or charged to a credit card.
9. **NO REBATES WILL BE MADE FOR LATE ARRIVAL OR EARLY RETURN. SILVERTHORN RESORT IS NOT RESPONSIBLE FOR LOSS OF RUNNING TIME DUE TO EQUIPMENT FAILURE, WEATHER, ILLNESS, ACCIDENTS OR CHANGES IN PLANS.**
10. **PARKING PERMITS.** Silverthorn Resort provides a set number of parking passes to guests based on the type of boat rented. Please be aware that due to limited parking during peak season we will not allow the purchase of additional parking permits. Vehicles not displaying a parking permit will be towed at the owner's expense. Additional permits are available for purchase for \$10.00/day during off season
11. **WE ARE A PET FRIENDLY RESORT.** Silverthorn Resort is a pet friendly resort and will accommodate one pet at no charge. Each additional pet will require a non-refundable charge of \$35.00 to be paid prior to occupancy/boarding. Any excessive cleaning required upon departure of pet hair, urine, etc. will be charged to the credit card on file at the rate of \$25.00 per hour. Any damages will be charged at replacement cost.
12. **COMPLIANCE WITH LAWS.** During the term of this Agreement, I agree to comply with all of the laws and regulations of the United States, the State of California and the local jurisdictions. Silverthorn Resort reserves the right to cancel the remaining period of the rental with the resulting forfeiture of any fee paid in respect of the rental period, if in the opinion of a representative of Silverthorn Resort relating to the use or operation of the boat, or is in contravention of the Regulations and such contravention is a hazard to navigation, people or property, including the boat or undue interference with the rights of others.
13. **PERSONAL PROPERTY.** Silverthorn Resort shall not be liable for loss of, or damage to, any property left, stored or transported in or on or by the houseboat, cabin, or other boat, either before or after the return thereof to Silverthorn Resort whether or not such loss or damage was caused by or related to the negligence of Silverthorn Resort, its agents, and employees. The contract holder does hereby assume all risk or such loss or damage and waives all claims against Silverthorn Resort, its agents, and employees, by reason thereof, and agrees to hold Silverthorn Resort, its agents, and employees, against all claims based on or arising out of such loss or damage.
14. **VESSEL & EQUIPMENT RESPONSIBILITY.** For the duration of the Agreement, I understand that I am fully responsible for the command and control of the Vessel listed above and all equipment including, but not limited to, appliances, appurtenances and supplies. By signing this agreement, I certify that I am competent to handle and operate the Vessel for transportation of persons or property and **not to allow more than the allowable number of persons aboard the Vessel at any one time.** I also agree that I am not in any way an agent, servant or employee

of Silverthorn Resort and will not permit any repairs to be made or liens or accessories to be placed against the Vessel without first obtaining the express written permission from Silverthorn Resort to do so.

I agree that:

- a) I am at least 21 years of age and MUST provide a photo ID.
- b) I will not allow any person to operate the vessel except a person included in the undersigned below who is over the age of 21, holds a valid driver's license, and known to me to be competent to operate the vessel.
- c) NO kegs are allowed on houseboats.
- d) The boat will be ready for boarding after 9 am or as early as our staff has completed their work. Guests are welcome to arrive as early as they want on the day of departure, but please be aware that the boat may not be ready prior to the designated boarding hours.
- e) I will inspect the boat or cabin and its equipment and accessories prior to departure and will complete a full orientation given by a Silverthorn Resort staff member.
- f) I will be responsible for any and all operations of, on and with the vessel.
- g) I will operate the vessel and any equipment to my satisfaction prior to taking possession of it.
- h) I will not operate the houseboat, cabin or other boat to cause harm, injury or damage to any other person or property.
- i) The houseboat, cabin or other boat shall be operated in a careful and proper manner, and in compliance and conformity with all federal, state, and local laws, rules and regulations, as well as the rules and regulations of Silverthorn Resort.
- j) I will not to operate the vessel under influence of drugs or alcohol.
- k) I will assume full responsibility for any loss, damage, or injury to the houseboat, cabin or other boat, or any property or facilities owned or operated by Silverthorn Resort caused by the contract holder or any member of his party.
- l) I will not tie houseboats together at any time during the rental period or be less than 10 feet in proximity of another houseboat including any time the boat is anchored, beached or moving or the damage deposit and houseboat will be forfeited.
- m) It is not recommended to drive or move the vessel after sundown.
- n) I am responsible for avoiding low water level hazards and am responsible for any damages which may occur to the boat should I collide with said underwater hazards.
- o) I will report immediately, any damage or malfunction involving the houseboat, cabin or other boat to Silverthorn Resort.
- p) I will pay for the rental according to the published rates set forth by Silverthorn Resort rate schedule.
- q) I will pay Silverthorn Resort in full for all gasoline used during the rental period and for any lost inventory or any other loss or damage.
- r) I will pay Silverthorn Resort for any service call other than those deemed as a result of mechanical failure at a rate set by Silverthorn Resort. There will be a minimum fee of \$65.00 per hour for any service calls, which are related to operator error, i.e. running out of fuel, dead batteries, etc.
- s) There will be a minimum charge of \$65.00 for clogs in toilet or our pump out system caused by misuse of bathroom facilities.
- t) Silverthorn Resort reserves the right to board the boat at any time during the rental period. The boat and damage deposit will be forfeited if the number of persons aboard the vessel at one time exceeds the allowable number at any given time.
- u) There will be no jumping or diving from the roof of any boat whatsoever. There will be no jumping to or from boats in any directions. Always use the exit gates, ladders and ramps.
- v) There will be no parking of the boat on the Courtesy Dock; this is a loading area with a one hour maximum.
- w) Upon return, all boats must be unloaded, cleaned, and returned in the same condition as it was when the boat was received. **Boats which are not clean at check-in will be charged a minimum of \$200.00.**

15. **PARTIES BOUND BY THIS AGREEMENT.** It is my understanding and intention that this Agreement be binding not only to myself, but on anyone or any entity, including my spouse, children assigns, estate and my heirs, personal representative and next of kin, that or who may be able to or does sue because of my damage, intended to and does release Silverthorn Resort from any and all claims or obligations whatsoever arising in any way from my participation in any boating or personal watercraft activities, use of Silverthorn Resort's Vessel, the Equipment, facilities, premises and services even if caused solely or partially by the negligence or other fault of Silverthorn Resort.

16. **NO WARRANTIES.** I acknowledge and agree that there are no implied warranties of merchantability or fitness for a particular purpose or any other warranties, applicable to the Vessel or any Silverthorn Resort Vessel, parts, equipment, accessories, instruments, components, or other products or goods regardless of the source of such goods and each of the undersigned hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise including all consequential damages, death or injury to person or property caused by or resulting from the manufacture, construction, design, formula, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, maintaining, instructing, marketing, advertising, packaging or labeling or repairing of any such product or component of a product.

17. **DURATION OF RELEASE.** It is my understanding and intention that the Release below and Agreement be effective not only from my first rental and or ride, but for all subsequent uses of Silverthorn Resort's Vessels or presence or use of Silverthorn Resort's Vessels, equipment, facilities, premises or services in any way associated with Silverthorn Resort.

18. **THE UNDERSIGNED THEREFORE HEREBY ACKNOWLEDGE AND AGREE THAT:
RELEASE, ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS -**

Please Read Carefully. Do Not Sign Unless You Agree To The Terms and Conditions Of This Agreement.

In consideration of the services of Silverthorn Resort, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Silverthorn Resort"), I hereby agree to release and discharge Silverthorn Resort on behalf of myself, my children, my parents, my heirs, personal representatives and estate as follows:

I acknowledge that any vessel activities, including basic Vessel instruction, entails known and unanticipated hazards, dangers and risks that could result in physical or emotional injury, paralysis, death or drowning to myself or third parties, or damage to my

property or the property of others. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of these risks.

a. These risks include, but are not limited to the following:

- i. Weather conditions that may change quickly, including but not limited to wind, rain, snow, lightning, and excessive heat and sun;
- ii. Water conditions that may change quickly, including waves, currents, boat wakes, lake level changes and cold water temperatures;
- iii. Exposure or overexposure to cold (Hypothermia) or heat;
- iv. Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, either on land or on water, including but not limited to areas in and around Silverthorn Resort's premises or staging areas;
- v. Damage, injury or death as a result of traversing in or around Silverthorn Resort's premises or staging areas, including but not limited to docks, ladders, equipment on the premises, mud, steep slopes, cliffs and rocks;
- vi. Injury or death as a result of ingesting fresh water or contaminated fresh water, drink or food;
- vii. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with the vessel equipment, while launching and landing on shore whether on land or dock, collision with natural or manmade debris;
- viii. Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- ix. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience or expertise;
- x. Injury or death as a result of being entrapped in the Vessel or falling out of a Vessel;
- xi. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel;
- xii. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- xiii. Failing to properly wear a flotation device;
- xiv. Failing to understand basic or other instructions provided by Silverthorn Resort, its agents, guides or employees;
- xv. Vehicular or pedestrian accident while being transported to or walking to or from Silverthorn Resorts premises or staging areas, including transportation to or from the Vessel or to and from Silverthorn Resorts facilities premises;
- xvi. Inadequate repair or maintenance of Silverthorn Resort facilities and equipment;
- xvii. Error, inattention or negligence on the part of Silverthorn Resort, its officers, agents, guides and employees, including inadequate instruction or assistance.

I understand that Silverthorn Resort does not have or provide any insurance that would provide coverage for me with regard to the risks described in paragraph 18a of this agreement. Consequently, I understand that any insurance coverage for those risks would be provided by my own insurance company and Silverthorn Resort does not know and cannot say whether any insurance I might have will provide coverage for the risks described in paragraph 18a.

Despite the risks described in paragraph 18a, I nevertheless hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Silverthorn Resort for any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my present on or use of the Vessel. Silverthorn Resort equipment, facilities or premises, including any such claims which allege negligent acts or omissions or other fault of Silverthorn Resort that solely or partially cause property damage or personal injury or death.

By signing this document I acknowledge that if anyone is hurt or property is damaged while I am using the Vessel, or during the presence on or use of the Vessel or Silverthorn Resorts equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against Silverthorn Resort on the basis of a claim, including subrogation, from which I have released it herein, including claims that Silverthorn Resort was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read, fully understood it and agree to be bound by its terms.

I therefore agree, on behalf of myself, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify Silverthorn Resort, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively Silverthorn Resort), from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on or use of the Vessel, Silverthorn Resorts vessels, equipment and/or premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage resulting in solely or partially from the negligence or other fault of Silverthorn Resort.

I also hereby expressly agree that even if other provisions of this Agreement are deemed invalid, void, unenforceable or inapplicable, and even if Silverthorn Resort or its agents or employees are found to be solely or partially negligent or otherwise at fault, Silverthorn Resort's liability, including on claims of subrogation, for loss, injury, death or damage to any person(s) or the Vessel arising out of or relating in any way to this Agreement shall be absolute with a maximum limit of liability of no more than the amount paid to rent the Vessel or \$1,000, whichever is greater.

I also hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association (AAA) or a different arbitration organization if renter so chooses) then in effect in Shasta County, California, the United States.

The parties also hereby waive their right to discovery (except as allowed under AAA Rules or the other arbitration organization's rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitration may be entered by any court having jurisdiction.

This constitutes the entire agreement and understanding between me and Silverthorn Resort. This agreement supersedes or replaces all previous agreements, discussions or understandings, whether oral or written between me and Silverthorn Resort.

CONTRACT HOLDER
SIGNATURE _____ DATE _____

CO-CAPTAIN
SIGNATURE _____ DATE _____

SILVERTHORN
REPRESENTATIVE _____ DATE _____