

**We require a \$50.00 deposit for all boat rentals. We adhere to a strict 7 day cancelation policy. If you need to cancel your reservation for any reason, you MUST contact us a full 7 days prior in order to receive a refund.**



**FISHING, BOATING, AND WATERSPORTS RELEASE**

**I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO RELEASE RECREATION ASSOCIATES LLC, DMCM ASSOCIATES LLC, GUY HARVEY OUTPOST LTD., GUY HARVEY INC., WATERMARK MANAGEMENT LLC, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OTHER ASSOCIATED PERSONNEL, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED, INCLUDING RENTAL BOATS OR FISHING GUIDES OPERATING FROM OR AT CAMP MACK, A GUY HARVEY LODGE, MARINA AND RV RESORT), HEREINAFTER COLLECTIVELY REFERRED TO AS “CAMP MACK” AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE:**

1. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BASS FISHING, BOATING, AND WATERSPORT ACTIVITIES OF ANY KIND INCLUDING FISHING TOURNAMENT EVENTS (individually a “watersport activity” and collectively, “watersport activities”), including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, boarding or disembarking boats, weather and activities on the docks and I HERBY ASSUME SUCH RISKS.
3. I assert that I am physically fit to use the equipment and participate in any of the foregoing WATERSPORT ACTIVITIES offered by CAMP MACK.
4. I fully understand and agree that boats and waterborne vehicles used for WATERSPORT ACTIVITIES have limited medical facilities and in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. In the event I show signs of distress or call for aid I would like assistance and will not hold CAMP MACK responsible for its actions in attempting the performance of rescue or first aid.
5. I grant to CAMP MACK the right to use without payment or restrictions any photographs or video in which I appear with or without my name and for any lawful purpose, including such as purposes as publicity, illustration, advertising, and web content. I waive any right that I may have to inspect and/or approve the finished product and printed/electronic matter that may be used in connection therewith, or the use to which it may be applied.
6. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE CAMP MACK AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMANGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH THE WATERSPORT ACTIVITIES.
7. Boat rental hours for a **FULL DAY** are from **8am-4pm**. **PARTIAL DAY** boat rental hours are either from **8am-12pm** or **12pm-4pm**. I am aware of these hours and will have the boat returned by the selected time.

**ADDENDUM FOR MINORS**

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by CAMP MACK to participate in activities and use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the CAMP MACK FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the minor(s), myself, all heirs, assigns, and next of kin, and which are in any way connected with the participation of the child or children listed below in the CAMP MACK's activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELESEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the COMPANY'S activity. I sign with complete understanding of its provisions.

**PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:**

_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>	_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>
_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>	_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>
_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>	_____ <b>PLEASE PRINT FIRST AND LAST NAME</b>

I have read this agreement, am aware that it is a release of liability and a contract between CAMP MACK and myself, my heirs, and my personal representatives. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

_____ <b>Signature of Participant</b>	_____ <b>Date (Day, Month, Year)</b>
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\_\_\_\_\_  
**Printed Name**

Address: \_\_\_\_\_ City \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



14900 Camp Mack Rd. Lake Wales, FL 33898 (863)696-1108

**BOAT RENTAL AGREEMENT**

I, the undersigned, hereby release DMCM LLC, and/or Recreation Associates, and employees of Camp Mack, a Guy Harvey Lodge & Marina and all participating boat owners, their heirs, executors and administrators and assigns, from any and all rights, claims and action which may arise out of DMCM LLC and Recreation Associates water craft rentals. If I was born after September 30<sup>th</sup>, 1980, I possess and have shown my boater education ID card to the rental agent. I have not been convicted of a criminal boating violation within a twelve (12) month period prior to the date.

I also agree to wear a personal life saving device provided by our facility. I also understand that dangers do exist with nature oriented activities, i.e. weather, alligators, snakes, poisonous insects and vegetation, etc. Power boats and airboats are also present in these waters and can pose a threat.

This release of liability is intended to release all claims for damages, injuries, or losses to the undersigned for his or her person and property, whether known or unknown, foreseen or unforeseen, which the undersigned may have against DMCM LLC and/or Recreation Associates and that the undersigned has acknowledged the significance and consequence of such specific intention to release all claims and hereby assumes full responsibility for any and all injuries, damages, or losses that he or she may incur.

- A wearable type of personal flotation device (PFD) was provided for each named person
- A type-IV device was provided if my vessel is over 16 feet
- All children under six years of age received a personal flotation device (PFD)
- A B-1 Extinguisher was provided or attached to the vessel
- A sound producing device such as a whistle or horn was provided. A plastic referee type whistle will meet the requirements
- I will only operate this vessel during the designated times

The undersigned has read this release of liability and the terms used herein, and the consequences thereof.

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License # and state: \_\_\_\_\_

**Boat Rental Agreement**

I, \_\_\_\_\_, agree to take care of the boat that I am renting as if it were my own. I know I am responsible for any damage that may be incurred while I am operating the vessel and agree to pay for any damages that happen with the credit card below.

Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV \_\_\_\_\_

- Lost Dock Line \$20.00
- Getting stuck in Airboat Trails \$150.00
- Losing the anchor \$50.00
- Lost Key \$200.00
- Running lower unit into sand and spinning hub \$100.00
- Lost Map \$15.00
- Damage to the boat exterior or engine exterior – prices vary based on the extent of the damage

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

Printed Name: \_\_\_\_\_



**BOAT RENTAL CHECKLIST**

Date of Boat Departure: \_\_\_\_\_ Time Departed: \_\_\_\_\_ Time Returned: \_\_\_\_\_

Boat Description: \_\_\_\_\_ **FULL DAY:** 8AM-12PM **PARTIAL DAY:** 8AM-12PM / 12PM-4PM

Renter Name: \_\_\_\_\_

Departure check performed by: \_\_\_\_\_ Return check performed by: \_\_\_\_\_

**Checklist Upon Rental Departure:**

- Life Jackets:  
# of Adult \_\_\_\_\_ # of Children \_\_\_\_\_
- Fire Extinguisher Present: Y / N
- Horn Present: Y / N
- Whistle Present: Y / N
- Paddle Present: Y / N
- Floating cushion & rope present: Y / N
- Boat anchor present: Y / N

**Checklist Upon Rental Return:**

- Life Jackets:  
# of Adult \_\_\_\_\_ # of Children \_\_\_\_\_
- Fire Extinguisher Present: Y / N
- Horn Present: Y / N
- Whistle Present: Y / N
- Paddle Present: Y / N
- Floating cushion & rope present: Y / N
- Boat anchor present: Y / N

Children under six years of age **MUST** wear a personal floatation device (life jacket) at all times while on the boat. No one is allowed to be outside of deck gates while boat is in motion. Any items not present upon return will be charged accordingly to renter. The signature below indicates the checklist was performed and accurate, and indicates liability for any unreturned items.

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

Printed Name: \_\_\_\_\_

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