



Equipment Rental Agreement
3718 N. WolfCreek Dr.
Eden, UT 84310

Pineview Reservoir:
 Cemetery Point Marina
 Willard Bay: North Marina
 Ease Canyon Reservoir: Marina
 Starvation Reservoir: Marina

Subject to all of the terms and conditions of this Agreement, Club Rec ("Lessor") hereby leases and rents to the undersigned _____ ("Lessee") and Lessee hereby leases, rents and hires from Lessor the following:

Montecristo:
 Snowmobile complex

The Recreation Club acknowledges the receipt of \$ _____.

Which is non-refundable under any circumstances, to be applied to the rental of: _____, to be called for at: _____ on _____, and ending at: _____ on _____.

This deposit will be credited in full to the rental cost involved. Upon the failure or the refusal of the Lessee to take and accept said equipment, on the date and time specified above, the deposit will be retained as reimbursement for expenses, and other losses resulting from Lessee's failure to complete the transaction.

I have read the above statement to the Renter / Lessee.

_____/_____/_____

ITEM DESCRIPTION	AMOUNT
A. Machine:	\$
B. Accessories:	\$
C. Trailer:	\$
D. Damage limiter	\$
Subtotal	\$
Sales tax	\$
Less Prepaid Amount	\$
Total	\$
Damages	\$

CARD TYPE _____ Accept Decline Int: _____ Damage limiter **Gas** \$ _____

CREDIT CARD # _____ - _____ - _____ - _____ Expiration: ____/____ CVC: _____

If I accept the damage limiter option. I understand that I am only liable for the first \$ _____ of damage per machine. I understand that the damage limiter does not include theft, damage to the equipment while towing or storing. The damage limiter only covers damage done to the equipment while riding or driving. I authorize Club Rec to run the above card for limit. If I checked decline, I authorize Club Rec to run my card for the full amount of damage plus any applicable days that the machine is down.

If Lessee fails to return any item of equipment on time or dirty, Lessee shall pay, in addition to the applicable rental charge, a minimum fee of \$ _____ for every 30 minutes or any fraction thereof the equipment is returned after the return time specified above. If Lessee retains the equipment for an excess time, such retention shall be subject to the terms and conditions of this Agreement. Any sums owed by Lessee for any extended rental period shall be paid immediately upon return of the equipment and may be withheld by Lessor from the security deposit.

LESSEE REPRESENTS THAT HE / SHE HAS CAREFULLY READ, UNDERSTANDS, AND AGREES TO EACH OF THE TERMS OF THIS AGREEMENT INCLUDING THOSE ON THE REVERSE SIDE OF THIS PAGE AND ON THE ATTACHMENT.

- PLEASE REMEMBER**
- Return at the scheduled time.
 - Return all equipment clean.
 - Lessee assumes the risk of any harm, accident or damage which may be done to or suffered by the Lessee and any person who operates or uses the equipment.
 - Lessee assumes all risk of loss or damage to the equipment from any cause.
 - Equipment **can not** be used in any competitive events.
 - Gas is not included in rental.**
 - No Refunds.

Lessee's Name: _____
 Address, City, State, Zip : _____

 Cell Phone #: (____) _____
 Email: _____
 Signature of Lessee: _____
 Date & Time: ____/____/____
 Checked Out By: _____

1. **Rental Payments:** The rental amount(s) shown in the "Equipment Rented" section on Page 1 of this Agreement is/are payable in advance at time this Agreement is signed by Lessee.
2. **Security Deposit:** In addition to the rental amount(s), Lessee shall pay Lessor the Security Deposit specified in the "Equipment Rented" section on Page 1 of this Agreement which is payable in advance. The Security Deposit will be refunded to the lessee at the termination of the Agreement, the return of the equipment in good condition and repair, and the payment in full of all amounts due under this Agreement, or at the option of Lessor, may be credited against any unpaid rental charges, damage to the equipment, or other sums owed by lessee to Lessor. Any amounts refundable to lessee shall be paid within ten (10) days after the equipment is returned to Lessor in good condition and repair.
3. **Condition of Equipment:** Lessee acknowledges that by taking possession of and operating the equipment, Lessee has had the opportunity to inspect the equipment and that it has been received in good condition and repair. Lessee agrees to return the equipment in the same good condition and repair, reasonable wear and tear excepted.
Lessee acknowledges that each item of the equipment is new or is a recent model and is rented AS IS.
LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OF IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT, NOR OF ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
4. **Risk of Loss or Damage:**
 - A. **Insurance:** Lessee understands that there is no insurance covering the equipment.
 - B. **Responsibility:** Lessee acknowledges that lessee is fully and solely responsible for any damages, loss, injury or death which may arise from lessee or any other's use of the equipment during the term of this Agreement other than use by Lessor, its agents, employees and representative.
 - C. **Payments:** LESSEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE and shall pay Lessor for all loss and damage to the equipment during the term of this Agreement, including but not limited to, scratches, dents, cracks, breakage, bent parts or mechanical damage, ordinary wear and tear excepted. Lessee shall make payment upon demand, but not later than when the equipment is or should have been returned.
 - D. **Amount of Damage:** The measure of damage shall be the retail cost of new replacement parts, plus labor, equipment down time, towing charge and such other costs and expenses; all as shall reasonably be determined by Lessor.
Lessee acknowledges that making the Security Deposit or the Lessee's signing of a VISA, MasterCard or other credit cards authorization acceptable to Lessor, Lessee's signing of the Agreement is Lessee's authorization to pay Lessor the amount(s) determined by Lessor for any damages or loss arising from or related to Lessee's use of the equipment. Lessor may require Lessee to leave Lessee's drivers license with Lessor as additional security. The driver's license shall be returned to Lessee upon satisfactory completion by Lessee of all the terms and conditions of the Agreement.
Lessee acknowledges that use of the motorized equipment CAN BE DANGEROUS AND ASSUMES THE RISK OF ANY HARM, ACCIDENT OR DAMAGE WHICH MAY BE DONE TO OR SUFFERED BY LESSEE AND ANY PERSON WHO OPERATES OR USES THE EQUIPMENT, OR ANY OTHER PERSON, AND TO THE PROPERTY OF ANY OF THEM RELATED TO THE USE, MAINTENANCE, OPERATION AND TRANSPORTATION OF THE EQUIPMENT, INCLUDING THE RISK OF ANY DAMAGE, HARM OR ACCIDENT CAUSED BY ANY DEFECTS IN THE EQUIPMENT, UNTIL IT IS RETURNED TO LESSOR AT THE END OF RENTAL TERM.
5. **Indemnification, Hold Harmless and Release:** Lessee agrees to INDEMNIFY AND HOLD HARMLESS Lessor, Utah state Parks Division its agents, officers, employees and representatives and to defend them against all claims, losses, cause of action, expenses, including legal expenses and reasonable attorney's fees, whether incurred by Lessor, its officers, agents, employees and representatives which are in any way related to the use, maintenance, operations and transportation of the equipment during the term of this Agreement, whether by Lessee or any other persons, expected these arising from the intentional misconduct or the gross negligence of Lessor, its agents, officers, employees and representatives .
LESSEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION LESSEE MAY HAVE AGAINST LESSOR, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FOR INJURIES OR DAMAGES ARISING FROM OR IN ANYWAY RELATED TO THE OPERATION, USE AND TRANSPORTATION OF THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT.
6. **Care and Operation of Equipment:** The equipment may only be used and operated in a careful and proper manner, consistent with applicable laws, ordinances and regulations including the rental rules and regulations of The Recreation Club (Amp Recreation). Lessee shall not allow any person to drive or operate any of the motorized equipment who is under the age of eighteen (18) years and who does not have a valid driver's license and who has not received instructions in use if the motorized equipment by Lessor. Lessee represents that Lessee fully understands how to operate the equipment in a safe and proper manner and that any other persons who operate said equipment during the rental term shall be properly instructed in its use and operation. Lessee agrees to observe and cause to be observed by all users of the equipment all proper safety precautions and agrees not to use or allow other to use the equipment in a manner other than that intended by the manufacturer.
7. **Title to Equipment and Assignment:** Title to each item of the equipment shall remain in the Lessor at all times and Lessee may not sublease, rent or convey and interest in any of the equipment to others.
8. **Maintenance and Fuel:** Lessee shall be responsible for fuel and oil used by the motorized equipment during the rental term.
9. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and person representatives.
10. **Governing Law and Venue:** This Agreement and any disputes arising there under shall be governed by the laws of the State of Utah, and any suit brought to enforce the terms thereof shall be undertaken in Weber or Box Elder County.
11. **Rights on Default:** If Lessee defaults under the terms of this Agreement, Lessor, in addition to any other remedies it may have at law, without notice or demand on the Lessee, may take possession of the equipment and Lessee shall be responsible for the payment of the cost of recovery and repair, including attorney's fees and cost, in addition to any other sums owed to Lessor under the terms of this Agreement. Lessor's remedies under this Agreement and pursuant to law are cumulative.
12. **Location of Equipment:** The equipment, during its use under this Agreement, shall not be taken outside of the State of Utah, without the Lessor's written consent.
13. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the parties, and no modification or amendment shall be effective unless it is in writing and signed by all parties. This Agreement replaces any and all prior agreements between the parties.
14. **Severability:** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision the Agreement would become valid and enforceable; then the revision shall be deemed to be so written, and the Agreement interpreted and enforced as so limited.
15. **Survival of Covenants:** Lessee's covenants and obligations hereunder shall survive the termination of this Agreement.
16. **Attorney's Fees and Cost:** The defaulting party shall pay all cost and reasonable attorney's fees incurred by the non-defaulting party in enforcing the terms of this Agreement or in interpreting its provisions. If customer fails to pay any amounts owing hereunder when due, or otherwise breaches any terms of this agreement, customer agrees to pay up to a 30% collection expense incurred by The Recreation Club in attempting to collect such amounts from customer, in addition to the aforementioned attorney's fees and costs.
17. NO REFUNDS
18. The machine runs now we expect it to run when you get back.
19. Gas is not included with the rental.
20. Late & recovery fees will be charged when applicable.

Initial _____

AMP Recreation/ClubRec

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY IN ITS ENTIRETY BEFORE
SIGNING. THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS AND A RELEASE
OF LIABILITY.

AMP recreation DBA: ClubRec operates a water sports park at Willard Bay in a deep area of water consisting of an inflatable, above water, modular equipment for adults and children over the age of 6 and in excess of 48" tall. I understand that my participation, as well as the participation of any child(ren) specified below (the adult is hereinafter referred to as the "**Participant**" and child(ren) listed below are collectively referred to as the "**Participants**"), on ClubRec's water park involves **RISKS, DANGERS AND HAZARDS, INCLUDING, WITHOUT LIMITATION, INJURIES OR DEATH ASSOCIATED WITH COLLISIONS, ENTANGLEMENTS OR FALLS INTO OR WITH OTHER PEOPLE OR EQUIPMENT, ABOVE OR BELOW THE WATER, AT THE WATER SPORTS PARK. I UNDERSTAND AND ACKNOWLEDGE THAT ClubRec Water Park IS A WATER PARK AND THAT THERE IS A RISK OF BEING SUBMERGED UNDER THE WATER AND BECOMING SEVERELY INJURED OR EVEN DYING. I**

know that the risk of **SEVERE INJURY** and even **DEATH** could occur to the Participants. I also understand that supervision by ClubRec, its managers, members, employees, agents and representatives (hereinafter, the "**Released Parties**") does not and cannot guarantee my safety. While the following parties are not in any way involved in the training or operation of ClubRec Water park, the State of Utah, the Utah Board of Reclamation are hereby included as Released Parties as defined in the foregoing sentence and Participant's signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in participation in the activities at , **ON BEHALF OF MYSELF AND ANY MINOR CHILD(REN) SPECIFIED BELOW, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT EITHER I OR THE CHILD(REN) LISTED BELOW MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** while participating in the water sport activities, even if I follow the instructions or recommendations of ClubRec.

In consideration of ClubRec permitting the Participants access to the water sports park and the activities, and in spite of the risk of severe or permanent injury, or even death, the undersigned Participant agrees to comply with and be bound by the following terms at all times:

1. Participants, on behalf of himself/herself and any child(ren) by and through his/her undersigned parent or legal guardian, hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS**, present or future, to the Participant(s) or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including **DEATH**), suffered by any person from or in connection with participation in the water sports park, due to any cause whatsoever, **INCLUDING NEGLIGENCE OF THE RELEASED PARTIES** and/or breach of express or implied warranty on the part of the Released Parties. *Parties are responsible to pay for any damage to the Waterpark caused by improper use of waterpark. No refunds on waterpark for any reason, including weather, being expelled, injury or tardiness. ClubRec employees can Expel any user at any time with no refunds.*
2. Participant(s) hereby **RELIEVES THE RELEASED PARTIES OF AND FROM ANY DUTY TO PROTECT PARTICIPANT AND HIS/HER MINOR CHILD(REN) FROM HARM** in connection with the activities.
3. Participant authorizes ClubRec to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of ClubRec, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
4. Participant represents that he/she is the parent of legal guardian of any child(ren) listed below and has the right and ability to sign this Waiver and Release of Liability on his/her of their behalf.

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss arising out of the conduct of the Event must be maintained in state courts sitting in Box Elder County, Utah or federal district courts sitting in Salt Lake City, Utah, and Participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW. PARTICIPANT:

Participant's Printed Name: _____ Participant's Signature: _____

Date Signed: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARTICIPANT'S PARENT/LEGAL GUARDIAN MUST IDENTIFY EACH CHILD FOR WHOM HE/SHE IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY. BY DOING SO, PARENT/LEGAL GUARDIAN AGREES TO RELEASE ALL RIGHTS BELONGING TO HIM/HERSELF AND MINOR CHILD PARTICIPANT PURSUANT TO THE TERMS OF THIS AGREEMENT.

PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS THE PARENT/LEGAL GUARDIAN OF THE FOLLOWING PARTICIPANT(S) THAT ARE UNDER 18 YEARS OF AGE AND IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY ON BEHALF OF EACH PARTICIPANT LISTED BELOW:

1: _____
Participants Full Name (First and Last)

2: _____
Participants Full Name (First and Last)

3: _____
Participants Full Name (First and Last)

4: _____
Participants Full Name (First and Last)



Please read and Follow all Rules and Regulations Listed Below:

- **No lifeguard on duty you are responsible for your own wellbeing.**
- **Use only during your allotted time slot, Never use after hours.**
- **Do not jump from one Aquaglide object to another.**
- **Do not Swim or Dive Underneath Aquaglide Objects or any other Object associated with the park or Willard bay.**
- **Be aware of anchors and ropes and all objects related to the waterpark. ClubRec is not responsible if injury or death occurs from such items.**
- **Do not Dive from any Aquaglide objects.**
- **Be aware of others and objects in water before jumping into the water.**
- **Always slide feet first and move out of landing area immediately.**
- **No back flips or any other inverted moves on Waterpark.**
- **Do Not use in lighting or Windy conditions**
- **Do Not access park with any object outside the facility.**
- **Do not access the park having consumed any Alcohol or Drugs.**
- **Remove all Watches, jewelry, keys or other sharp objects before use of waterpark.**
- **Swimmers only.**
- **Use of lifejackets is Mandatory.**
- **ClubRec Employees may expel people at any time who endanger their own safety or the safety of others from the park. No refunds will be given.**
- **Always use sunscreen when on the Waterpark.**
- **No refunds or time extensions of any kind for any issues related to Weather, injury, tardiness or any personal issues.**
- **If you damage the park you are responsible for all damages.**

Int_____