



RULES FOR USING COUNTY-OWNED WATERCRAFT

The user agrees to the terms and conditions of the use of the watercraft described herein with equipment subject to the following:

Initial All Items

- _____ To operate the watercraft in daylight hours only.
- _____ To dock, anchor or secure the watercraft and equipment to prevent damage to said watercraft, equipment and/or dock as a result of existing or changing weather conditions.
- _____ To return the watercraft in the same condition as when first rented and/or to reimburse Hardin County Conservation for the cost of repairs and service in respect of any and all damages.
- _____ To be responsible for any legal cost or expenses connected with the collection of any debts incurred by reason of any damage to the watercraft.
- _____ To adhere to any and all Federal, State and Local Laws and Ordinances.
- _____ Users must be 18 years or older (provide proof) to use watercraft and equipment.
- _____ Users are not allowed to tow another craft or engage in any act that involves pulling or towing of any person, vessel and/or object.
- _____ To read and comply with all rules and regulations controlling the operations of watercraft printed on this agreement.
- _____ To hold the owner of the watercraft and equipment harmless and free of liability for any damages occurring to user, passengers or other persons or property for any causes arising from the operation and control of said watercraft and equipment.
- _____ To accept and pay appropriate service charges for service required as a result of carelessness or neglect on the part of the user.

WATERCRAFT SAFETY RULES/OPERATION OF THE WATERCRAFT

- _____ I confirm that there are the appropriate numbers and sizes of approved Personal Floatation Devices or Life Jackets in the watercraft for the number of people on board. They must fit and should be worn. I am aware that persons operating a watercraft without the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets may be subject to a citation and a fine.
- _____ I am aware that it is illegal to operate a watercraft or to permit others to do so when under the influence of alcohol, narcotics or barbiturates. I will only allow people who have completed and signed this document operate the watercraft.
- _____ I have been shown how to use and know the location of safety equipment required under the Small Vessel Regulations. I am aware that persons operating a watercraft without the required safety equipment may be subject to ticketing or a fine.
- _____ When involved in an accident I must stop, offer assistance and give my identity.
- _____ I am aware of how to responsibly operate a watercraft and to share the waterways in a courteous and respectful manner with others involved in all water-related activities.
- _____ I confirm that the maximum load capacity and number of persons in the watercraft will not exceed the amount stated on the capacity plate. If a capacity plate is not fitted, the load capacity and number of persons in the watercraft shall not exceed the manufacturer's recommendation.
- _____ I am aware of how to depart and approach the dock in a safe and proper manner.
- _____ I am aware of how to respond to grounding, capsizing and re-boarding.
- _____ I shall maintain a proper lookout at all times for other watercraft, navigational hazards and changes in weather conditions. (Changes in weather can occur quickly creating conditions dangerous to recreational watercraft.)
- _____ I agree to carry out all trash.

INSURANCE WAIVER

- _____ The insurance policy covers the watercraft only within agreed written and witnessed areas where the watercraft is used in compliance with the terms and conditions set out in this agreement. Insurance does not cover any damage to the watercraft or motor when used outside of the specified and agreed in written by both parties.

- _____ The insurance policy does not apply to any personal injury arising from the use of any watercraft or any equipment and I agree to be responsible for and to indemnify and hold harmless Hardin County, its officers, employees and agents against ALL injury arising directly or indirectly howsoever during my use of the watercraft and other equipment. User(s) and guest(s) are fully responsibly for any damages sustained while the watercraft is operated by anyone under the age of 18 years old.

- _____ In consideration of the willingness of Hardin County ("Owner") to allow a watercraft to be used by the undersigned, the undersigned party releases, indemnifies and agrees not to sue Hardin County, its officers, director, employees and agents (together, the "Released Parties"), from any and all present and future liability or claims resulting from the use or operation of the watercraft/motorized watercraft by any of the undersigned on the date hereof, including but not limited to (i) the negligence (active, passive or gross) or misconduct of any nature.

- _____ The undersigned hereby voluntarily waives and releases any and all claims against "Owner" resulting from the above, both present and future, that may be made by the undersigned or the family members, estate, heirs or assigns of the undersigned or others.

- _____ The undersigned is aware that operation of watercraft involves serious risks and hazards to the person and property of the undersigned and others.

- _____ The undersigned understands that these risks and hazards include, but are not limited to death, drowning, mutilation, decapitation, maiming, heart attacks and injury to bones, joints and muscles.

- _____ The undersigned parties is voluntarily participating in these activities with knowledge of the dangers involved and hereby agrees to accept any and all inherent risks of and assume full responsibility for any property damage, personal injury and/or death to the undersigned or others.

- _____ The undersigned jointly and severally, also agrees to indemnify and hold harmless the "Released Parties" from any and all liability or claims made by other parties as a result of my actions in any way relating to use or operation of the "Owner's" watercraft.

- _____ I understand that this release extends to claims arising on and after the execution hereof of any nature and kind whatsoever, known or unknown, suspected or unsuspected, except as expressly set forth above and that the facts in respect which this release is give

hereafter may prove to be different than the facts now known or believed. I have read this form and fully understand that by signing this form I am giving up certain legal rights and/or remedies.

Signature: _____

Printed Name: _____

Address: _____

City-State-Zip: _____

Telephone: _____

Date of Use: _____

(FOR OFFICIAL USE ONLY)

| # Checked Out | Equipment | # Returned |
|---------------|--|------------|
| | Canoe | |
| | Kayak | |
| | 4.5 ft. paddles | |
| | 5 ft. paddles | |
| | Adult life jackets (Red or Blue) | |
| | Children life jackets (Blue w/orange interior) | |
| | Infant life jackets (Red w/yellow interior) | |

DEPOSIT:

| <i>Deposit Method</i> | <i>Amount</i> | <i>Date</i> | <i>HCCB Representative</i> |
|-----------------------|---------------|-------------|----------------------------|
| <i>Check #</i> | | | |
| <i>Cash</i> | | | |

PAYMENT:

| <i>Payment Method</i> | <i>Amount</i> | <i>Date</i> | <i>HCCB Representative</i> |
|-----------------------|---------------|-------------|----------------------------|
| <i>Check #</i> | | | |
| <i>Cash</i> | | | |