

## **Rules and Requirements**

**The Key Facts** (read below for details):

- **No Beaching or Docking our vessels except at our location - all passengers must board through dock.**
- **Please do not bring Alcohol or Pets on board the motor boats - kayaks SUPs and Canoes are ok**
- **Picnic lunches are great, please leave the boat in a rentable condition**

### **What to bring:**

Please feel free to bring snacks, lunch, non-alcoholic beverages along with you, we want you to enjoy your time on the water and a picnic lunch is a great way to do that. Just remember to clean up after yourself, chips and red fruits and soda are particularly hard to get out of the boats and a cleaning fee of \$100 may apply.

Hats, sun covers, warm clothes in case the weather changes, sunglasses, towels and wetsuits

Sunscreen. Remember up here at altitude sunburns can happen as much as 60% faster than just down the hill.

We will supply lifejackets appropriate for your activity and size, but if you have your own (especially the little ones) please bring it for your comfort. Life jackets must be USCG approved and fit the activity. Some of the swim vests on the market now are USCG approved and some aren't, please check yours before you get here.

Smiles. All day, everyday.

### **What Not to Bring:**

Pets - We all love our animals, and if you would like to bring a dog to the lake the State park location welcomes dogs kept on leash. Unfortunately our Marina location does not allow dogs on the property. For their sake please do not bring your dog with you, remember even parked in the shade the interior of your car will quickly become unbearable for our furry friends.

Alcohol - As a rental company we have heavier restrictions than the California Boating and Waterway rules. We do not allow alcohol on board our vessels.

**Where to go:**

We have two locations on the lake.

- Donner Memorial State Park @ 12593 Donner Pass Road
- Donner Marina @ Donner Lake Village Resort - 15695 Donner Pass Road

Please check your reservation to ensure you arrive at the right place.

Generally the big boats are going to leave from the Marina location, fishing boats from the State Park. Jetskis, kayaks canoes and SUPs can leave from either location. If you are unsure where you made your reservation please give us a call at 530-582-5112

**Donner Lake Area restrictions:**

We want you to enjoy Donner Lake and our equipment. As such we have just a few limitations on where you may take our motorized equipment. We ask that you do not travel within 200 feet of the shoreline at any point on the lake with the exception of our two locations, including docking or beaching the craft. These are generally the areas that contain swimmers, shallows, boulders, docks and piers. We don't want you to strike any of these while operating the vessels for your own safety, the safety of swimmers and to keep the boats in good condition. Remember, you are responsible for any damages you do and close-in to shore and especially landing the boat is where 90% of accidents occur.

If you need to stop for a break, trade out passengers or for any other reason, please do so at our dock or beach only. This also allows us to help you get the correct life jackets for your passengers and make sure our operators are staying safe.

**Alcohol and drugs:**

We operate a family business on a family oriented lake and request that you do not bring alcohol or drugs on board our boats. Operating any of our vessels under the influence of alcohol or drugs will be grounds for the immediate cancellation of your rental. Smoking or drinking on the premises is not allowed.

Penalties for operating a boat, or other water vessel, while under the influence of alcohol, drugs or other intoxicating substances are similar to that of operating a motor vehicle. As with a DUI of a motor vehicle, the penalties vary depending on the circumstances of the arrest and conviction, including age of the operator, BAC level, etc.

**Age Requirements**

All minors must be accompanied by an adult. Regardless of the size of the child they will be counted as one passenger. Children ages 12 and under will be required to wear a coast guard approved floatation device (life-jacket) at all times. Children under the age of 16 may not operate any motorized vehicle under our rental agreement.

Accompanied minors ages 16 to 18 may operate a jetski with permission of a guardian, however, they may not carry a passenger under the age of 18. No ski or pontoon boat shall be operated by a driver less than 21 years of age. Valid ID required

## **Payments**

A deposit of 20% of the reservation total will be non refundable 72 hours in advance of the reservation. Management reserves the right to collect the deposit at any time between the beginning of the reservation time and 72 hours prior.

## **Balance Payments**

The balance of the reservation price is due upon departure, payable by cash or credit card.

## **Arrival and Departure**

Each boat rental begins at one of our two locations. We ask you to arrive at least 30 minutes ahead of your reserved departure time with your entire party to complete the check in procedures. Certain days and times of the season will see heavy traffic and parking can be an issue, please take this into account when planning your trip.

## **LATE ARRIVAL DOES NOT EQUAL EXTENDED TIME**

We do our best to keep all of our reservations running on time, if we are running late and we are not able to supply the boat for you at your reserved time we will extend your return time accordingly. If your party has not arrived with adequate time to check in, around 30 minutes prior to check in, and the boat is sitting waiting for you then your clock will be running at the reserved time. We will do our best to get you on the boat and running as quickly as possible, on board instruction is considered part of your reserved time. We will attempt to contact you via your contact information should there be any difficulties that will cause a late start on our part.

## **Late Charges**

We depend on our boats to be returned on time so as to allow our next guests their reserved time. Please extend them the courtesy of not being late back to the dock. Boats returned late will be charged at double the rate of rental, in 15 minute increments, 5 minute grace period.

## **Damages**

Each renter is responsible for any and all costs associated with damage to the boat. In the unlikely event that you do something to cause damage we will ask for a lump sum up front with the understanding that any balance will be refunded to you. Damages can range from \$100 cleaning fee if you don't pick up after yourself to \$250 for a torn seat cushion up to \$8000 for a severely damaged outdrive. We will give you as much information as we can to keep you from having any issues, but you are responsible for keeping the boat in good condition.

## Cancellations and Refunds

When you book a trip with us for a certain date and time we will hold that boat just for you. Please respect our need for sufficient time to be able to resell the boat reservation if you need to cancel. If unforeseen circumstances require a change to the reservation itinerary we will make every effort to work with you to find a new date and time that will work with your schedule.

Donner Lake Water Adventures reserves the right to cancel a trip for any reason. In such an instance, we will refund all payments received, which will constitute full settlement.

If you must cancel your reservation for a boat rental we will refund your deposit, less the following fees per rental:

Days Prior to Trip Start Date

Cancellation Fees and Refunds		
Time to reservation	Refund Amount	Rescheduling
72 hours +	Full refund less online booking fee if applicable	yes
24- 72 hours	20% cancellation fee based on reservation price or reschedule	yes
No Show	100% of reservation price will be due	no

### 4th of July show cancellations:

The 4th of July show is a special once a year event, and as such, cancellations will only be allowed outside of the 72 hour window. We will do our best to resell your reservation within that window but your reservation balance will be due if we are unable to do so.

### Reservation Price Includes

- Sole use of the reserved boat as described in the website
- Life Jackets and safety gear as necessary to equip all users identified in the rental agreement
- All Gas taxes and equipment fees
- Instruction on the proper and safe use of the equipment

## **Responsibility and Release**

You are responsible for choosing a trip that fits your abilities, level of fitness and health. If you need any assistance in selecting the right trip for you, please contact a Donner Lake Water Adventures Coordinator at 1-530-582-5112. You are also responsible for reading the pre-trip information material and bringing with you all of the appropriate clothing and equipment, as well as acting in accordance with the boating laws of California. Donner Lake Water Adventures reserves the right to accept, remove, retain or decline any trip member at any time for any reason. In such case, a refund equal to the actual cost of the unused services is the limit of Donner Lake Water Adventure's responsibility.

Payment of your deposit represents your acceptance of the following terms and conditions, as well as all general information listed in the catalog, online at [www.Donnerlakemarina.com](http://www.Donnerlakemarina.com). Donner Lake Water Adventures, Inc shall not be liable and does not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration, or inconvenience resulting from any act of omission, commission or other company or person rendering any of the services included in the tour or its pre and post tour arrangements, or caused by weather, sickness, strikes, quarantines or the willful or negligent acts of any other tour members or any cause whatsoever beyond the control of Donner Lake Water Adventures.

Donner Lake Water Adventures, Inc. reserves the right and trip participants agree to allow Donner Lake Water Adventures, Inc to take photographic or film records of any of our trips and trip participants, and may use any such records for promotional and/or commercial purpose.

## **RELEASE OF LIABILITY**

I or my child (collectively, "I," "me," or "my") voluntarily choose to participate in sports and recreational activities offered by Donner Lake Water Adventures, Inc. (further to be known as "DLWA") , including but not limited to, kayaking, Stand up Paddleboarding, canoeing, hydrobiking, swimming, waterskiing, wakeboarding, wakeskating, wakesurfing, boating, jetskiing, instruction in recreational activities, and all other recreational activities associated with the rental of equipment from DLWA. I understand that my participation in these Activities poses inherent and other risks of INJURY and DEATH to me and/or my child, including those associated with participation in the Activities or use of the facilities at Donner Lake Marina and Donner Lake Watersports on and off of the Premises and on private and public lands (collectively, "Use of the Facilities").

The risks in the Activities and Use of the Facilities are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, erosion control devices, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by snow or vegetation). The Activities are subject to hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), rugged terrain and ground conditions, becoming lost, hazards associated with water (including drowning, striking submerged objects, flooding, and rapids), other participants, animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. In addition, participants may encounter hazards and dangers that are the result of human error or from manmade structures, equipment, vehicles and other materials, goods, including risks of malfunction, mis-use, or other failure. Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent and ability ("Physical Capacity") and, because of such physical demands, necessarily carries inherent and other unpredictable risks of

injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Despite the risks involved, and in consideration of the right to participate in the Activities and Use the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my or my child's participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and to use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** DLWA, United States Forest Service, California State Lands Commission, Donner Lake Village Resort, Donner Memorial State Park, California State Parks and Recreation, and each of their affiliates, owners, investors, officers, directors, managing agents, employees, agents, contractors, landowners and all affiliated persons and companies for injury or death resulting from my participation or my child's participation in the Activities or Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged NEGLIGENCE of Donner Lake Water Adventures, Inc. I also agree to defend and indemnify Donner Lake Water Adventures, Inc. for any and all claims brought by a third party which arise from my participation or my child's participation in the Activities or Use of the Facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, which includes all occasions on which I or my child participate in the Activities or Use of the Facilities of Donner Lake Water Adventures, Inc. I understand that this release of liability will prevent me, my child, and my heirs or representatives from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or my heir or legal representative files a claim or a lawsuit arising out of participation in the Activities or the Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Donner Lake Water Adventures, Inc. for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of such a claim or a lawsuit. for arising out of my participation or my child's participation in the Activities or Use of the Facilities. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives, and any other person acting on my or our behalf.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

All participants will be required to complete the following registration form (front and back) and bring them to the office of Donner Lake Water Adventures, Inc. at the onset of the agreed upon rental time.

#### **Release of Liability 1 of 1**

**Type I AGREE:**

**Type Name:**

**Date:**