



\_\_\_\_\_ No.

\_\_\_\_\_ Boat Rental Contract No.

\_\_\_\_\_ Boat Charterer/Lessee

1. In consideration of the fee paid by the Boat Charterer/Lessee named above, ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK"), for the benefit of the Boat Charterer/Lessee agrees to waive any claims ARAMARK may have against the Boat Charterer/Lessee arising from costs incurred by ARAMARK resulting from damage or loss of ARAMARK property or from claims of third parties against ARAMARK (but excluding in all cases claims for personal injury or damage or loss of property sustained by Boat Charterer/Lessee or its guests); provided, however, that ARAMARK's waiver shall be subject to the following conditions:

(a) ARAMARK's waiver shall apply only to claims for damage or loss to the ARAMARK property rented by Boat Charterer/Lessee pursuant to the Boat Rental Contract identified above and to such other claims as may result from Boat Charterer/Lessee's operation of the items rented thereunder, during the rental period specified therein.

(b) ARAMARK's waiver shall apply only to claims for liability covered by ARAMARK's marine policy with Liberty International Underwriters (the "Policy"), and shall be subject to the terms, conditions and exclusions stated in the Policy as enumerated therein which are incorporated herein by reference and made a part hereof, as well as the terms, conditions and exclusions contained in this Agreement. A copy of the Policy is available for inspection at the ARAMARK rental office upon request.

(c) ARAMARK's waiver extends only to ARAMARK claims to the extent in excess of the deductible but less than the waiver limits set forth below. Boat Charterer/Lessee will remain liable to ARAMARK up to the full amount of the deductible and any amounts in excess of the waiver limits:

Claims for damage to ARAMARK vessel, motors and other ARAMARK equipment: Waiver Limit: \$50,000 Claims for bodily injury, death or property damage by third parties: Waiver Limit: \$10,000 DEDUCTIBLE: \$\_\_\_\_\_ Initials: \_\_\_\_\_

2. Boat Charterer/Lessee agrees to comply with and be bound by all the terms, conditions, limitations and restrictions of the Policy (Excluding those pertaining to payment of the Policy premium) and this Agreement.

3. Boat Charterer/Lessee must properly notify ARAMARK of any accident or other occurrence that may give rise to a claim immediately upon Boat Charterer/Lessee's return to the location where the vessel was delivered to Boat Charterer/Lessee. Occurrence of any claim involving the injury or death of any person, must be properly reported to ARAMARK within 48 hours of the occurrence or this Agreement shall be void and of no further effect. As to all other claims, this Agreement and shall be void and of no further effect if the occurrence is not properly reported to



ARAMARK within 5 days after such occurrence. Proper notification may be made only by completing a form provided by ARAMARK.

4. Boat Charterer/Lessee must immediately deliver to ARAMARK at the location where the vessel was delivered or at 2445 W. Dunlap, Suite 201, Phoenix, AZ 85020 every process or paper of any kind relating to the claim, demand, suit or proceeding received by Boat Charterer/Lessee in connection with any accident or occurrence involving the vessel. Failure to do so may void the waiver provided by ARAMARK hereby, to the extent ARAMARK incurs any cost or is otherwise disadvantaged by such failure.

5. Boat Charterer/Lessee shall not aid or abet the assertion of prosecution of any claim and shall cooperate with ARAMARK and the Albany Insurance Company in the investigation and defense of any claim.

**This is not a contract of insurance and imposes no liability or obligation on ARAMARK with respect to costs or loss suffered by boat Charterer/lessee or by third parties, whether relating to damage to property or injuries to persons the additional exclusions on Page 2 form a part of this agreement and are incorporated herein and should b read before signing.**

\_\_\_\_\_  
*Boat Charterer/Lessee (Please Print)* *Date*

\_\_\_\_\_  
*Signature of Authorized ARAMARK Representative* *Date*



## Exclusions

In addition to the provisions of the Rental Agreement and/or the terms and conditions of the Policy maintained by ARAMARK, this Agreement SHALL NOT apply under the following conditions and circumstances:

- (a) While the vessel is being used, operated or driven for the transportation of persons or property for hire.
- (b) While the vessel is being used by any person in violation of applicable law, including any law as to age, or by any person who has given to Lessor a fictitious name or false age or address or false credential, or in any manner contrary to the requirements of the Boat Rental Contract.
- (c) While the vessel is being used in any race, speed contest or other contest.
- (d) While the vessel is being used in an abusive manner.
- (e) While the vessel is being used by any person other than (1) Boat Charterer/Lessee, or (2) a qualified licensed motor vehicle driver with Boat Charterer/Lessee's permission, or (3) a member of the Boat Charterer/Lessee's immediate family.
- (f) While the vessel is being used by any person under the age of 18 years.
- (g) For any damage falling under the deductible amount specified.
- (h) Theft or mysterious disappearance of equipment or accessories unless occurring in conjunction with theft of an entire craft or motor or unless there is visible evidence of forcible entry.
- (i) Misappropriation, conversion or any dishonest act on the part of the Boat Charterer/Lessee or its guests.
- (j) Any loss, damage, expense or claim with respect to any vessel or craft in tow of the vessel named herein and/or cargo thereon.
- (k) Any claim for loss of, damage to, or expense in respect of cargo on board the ARAMARK property.
- (l) Any liability assumed by the Boat Charterer/Lessee beyond that imposed by law provided however that if by agreement, or otherwise, the Boat Charterer/Lessee's legal liability is lessened, then ARAMARK shall receive the benefit of such lessened liability.
- (m) Injury or destruction of property (other than ARAMARK property) owned by, rented to, in charge of, or transported by Boat Charterer/Lessee.



(n) Personal property of the Boat Charterer/Lessee or his/her guests.

(o) Loss or damage to any property left, stored or transported by Boat Charterer/Lessee or any other person in or upon the equipment identified in the Boat Rental Contract either before or after the return thereof to ARAMARK, whether or not such loss or damage was caused by or related to the negligence of ARAMARK, its agents, servants or employees. Boat Charterer/Lessee hereby does assume all risk of such loss or damage and waives all claims against ARAMARK based upon or arising out of such loss or damage.

(p) To any loss, damage, or expense which may be paid under any insurance policy(s) inuring to the benefit of the Boat Charterer/Lessee except as to any excess over and above the amount payable thereunder.