

**BOAT RENTAL AGREEMENT**  
**OK-A-BEH Marina**  
**Big Horn Canyon National Recreation Area**

**Welcome to Apsáalooke Crow Nation Country**  
**Enjoy your recreational adventure! BE SAFE!**

This Agreement is entered into this by and between the Crow Tribe of Indians (“Owner”) and the renter of the boat(s) listed below (“Renter”).

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Driver’s License #, Military ID #, or Crow Tribal ID #: \_\_\_\_\_

ID State, Tribe, or Govt.: \_\_\_\_\_ Vehicle License and State : \_\_\_\_\_

Date(s) of Boat Rental: \_\_\_\_\_

**BOAT PASSENGERS**

Name					
Age					

Boat Model(s) and Color(s): \_\_\_\_\_ Boat Number(s): \_\_\_\_\_

Capacity of Boat (Number of Adults and Children Allowed): \_\_\_\_\_

<b>RENTAL TERM</b>	<b>PICKUP/RETURN</b>	<b>RENTAL FEE</b>	<b>NUMBER</b>	<b>TOTAL FEE</b>
<b>FULL DAY</b>	8:00 AM to 6:00 PM	\$500		
<b>HALF DAY MORNING</b>	8:00 AM to 1:00 PM	\$300		
<b>HALF DAY AFTERNOON</b>	1:00 PM to 6:00 PM	\$300		
<b>HOURLY</b>	Based on availability between 8:00 AM and 6:00 PM	\$100 per hour		

**Late Return Fee:** The Renter agrees that if they return the Boat more than thirty minutes after the agreed return time, they will be charged a late return fee of \$50 (in additional to the Total Fee specified above).

**Fuel Charge:** In addition to the rental fee listed above, Renter agrees to be responsible for the actual usage of fuel for the Boat(s) rented. The fuel tank will be filled when Renter returns the Boat at the end of the Rental Term and the Renter will be charged for the fuel used.

Rental Fee Paid by: Cash \$ \_\_\_\_\_ Credit Card \$ \_\_\_\_\_

Amount of Deposit Received: \_\_\_\_\_ (\$100 per Boat)-Credit or Debit Card Only

Credit Card No. \_\_\_\_\_ Card type: \_\_\_\_\_  
Name on Card \_\_\_\_\_ CVV: \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Reservation Deposit:** Individuals may reserve a Boat in advance by completing the Boat Rental Agreement (and all other required forms) and making the Deposit by credit card. If the Renter cancels a reservation more than three days in advance of the reservation date, the Owner will refund the Deposit to the Renter. If the Renter cancels the reservation three days or less in advance of the reservation date, the Owner shall refund fifty percent of the Deposit.

**Refund of Deposit After Rental:** The Owner will place a hold on the Renter's credit or debit card account in the amount of the Deposit. The hold will be released from the account if the Boat is returned to the Owner in the same condition as when it was rented.

**Check-in:** The Owner will have a Boat available to the Renter at the agreed check-in time. The Rental Fee will not be reduced if the Renter arrives late or returns the Boat early. As a result, no refunds or rebates will be offered to Renters after check-in. ALSO, NO REFUNDS WILL BE MADE DUE TO POOR WEATHER.

**\*\*RETURN – park Boat(s) at Dock Area\*\***

## SAFETY EQUIPMENT CHECKLIST

The Owner reserves the right-to-refuse-service to any person the Owner deems to be incapable of safely operating the Boat or participating in boating activities and tie-ups. The Renter must be able to demonstrate to the Owner that the Renter has a working knowledge of Boat operations and boating safety. The Renter is responsible for operating the Boat safely and in compliance with all applicable laws for the safety of all Boat occupants and other boaters on the water.

Equipment	Number Upon Pick Up	Number Upon Return
Full Fuel Tank		
Paddles		
Fire Extinguisher		
Anchor and Line		
Horn		
Adult Personal Flotation Devices		
Child Personal Flotation Devices		

**Personal Flotation Devices:** All Boats must have a Personal Flotation Device (PFD) or life jacket in the appropriate size for each person on board. All PFDs must be readily accessible so that the occupants may be able to put them on in a reasonable amount of time in an emergency. Children 12 years of age or younger must wear a USCG approved PFD at all times when aboard a Boat that is underway.

By signing below, the Owner's Employee and Renter confirm that they have inspected the above listed Safety Equipment at pick up and that the Employee has explained to the Renter the proper use of the Safety Equipment.

Owner – Employee (Pick-Up)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

The Parties agree that the above listed Safety Equipment was in the Boat at return.

Owner – Employee (Return)

\_\_\_\_\_  
(Signature) (Date)

Renter

\_\_\_\_\_  
(Signature) (Date)

ACKNOWLEDGMENT OF RISK AND  
AGREEMENT FOR OPERATION OF RENTAL BOAT

The Owner and Renter agree as follows:

1. **Boat Condition:** The Renter acknowledges that the Boat is the rightful property of the Owner, and further acknowledges that the Renter received the Boat in a good and safe mechanical condition. The Renter agrees to return the Boat together with all accessories and equipment to the Owner in the same condition as the Renter received it.

2. **Boat Operator:** The Renter warrants that they are a qualified operator of the Boat and at least eighteen years of age, as demonstrated by a state driver's license, military ID, or Crow Tribal ID. The Renter warrants that they will not allow any other person(s), including their family and guests, to operate the Boat. The Renter agrees that they are responsible for the actions of anyone they permit to operate the Boat.

3. **Operation in Violation of Laws:** The Renter agrees that they shall not use the Boat for any unlawful purpose, in a careless or negligent manner, or after dark. The Renter must comply with all posted rules, terms and conditions, and regulations of the Crow Tribe and the National Park Services, as if they were set forth in this Agreement. If the Renter receives more than one written notice from the Crow Tribe or the National Park Services for violation of any posted rules, terms and conditions, or regulations, the Owner may terminate the Boat Rental Agreement.

4. **Boating Risks:** The Renter acknowledges that the risks of participating in Boating activities may include, but are not limited to:

- Changing water flow, tides, currents, wave action, and boat wakes;
- Collision with other boats, individuals, other watercraft, and manmade or natural objects;
- Collision, capsizing, sinking, or other hazard which results in injury, exposure to the elements, hypothermia, drowning and/or death;
- Attack or encounter with insects and marine life;
- Equipment failure or operator error;
- Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature;
- Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration.

5. **Assumption of Risk:** The Renter assumes and accepts full responsibility for the Renter and all minor children in the Renter's care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein, those inherent risks and dangers not specifically identified, and any dangers arising as a result of the Renter's negligence. The Renter hereby releases from any legal liability the Owner and its agents and employees for damage and injury or death to the Renter and/or any

person or property resulting from the Renter's use of the Boat, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory. The Renter agrees to accept full responsibility for any and all such damages or injury which may result.

**6. Hold Harmless:** The Renter agrees to hold the Owner harmless and to indemnify the Owner for any loss, damage, or liability of any kind or of any nature claimed by reason for any acts or failure to act on the part of the Owner and/or its agents and employees. The Renter agrees to indemnify and hold the Owner harmless for all personal injuries, property damage, or any other damages to any and all third parties, including but not limited to passengers, as a result of any and all activities relating to the Renter's use and/or operation of the Boat. The Renter agrees that the Owner shall not be responsible for resulting injuries, damages, losses, or theft.

**7. Pet Restrictions:** The Renter may only allow pets that are well trained and supervised on the Boat. The Renter is responsible for the pet and any damage that they cause. The Renter agrees to clean any accidental pet waste. If there are stains and/or odor when the Boat is returned, the Renter agrees that Owner may retain the Deposit.

**8. Accident Reporting:** The Renter must notify the Owner and the National Park Service of any accident that results in property damage, injury, or death as soon as possible, or within 24 hours of the accident.

**9. Damages:** The Renter must immediately notify the Owner of any malfunction or breakdown of the Boat. The Renter shall be liable for the cost of replacing lost equipment. The Renter shall also be liable for the cost of repairing damages to the Boat including parts, transporting the Boat or other property to and from point of repair, as a result of damage outside of ordinary wear and tear, and any collection costs and attorney fees necessary to secure reimbursement.

**10. Contract with National Park Services:** The Owner's temporary concession contract with the National Park Services includes a limited waiver of the Owner's sovereign immunity for visitors' contract and tort claims, under the temporary concession contract. Contract claims are limited to \$10,000 and may only be brought in a court of competent jurisdiction, which may lie exclusively with the Crow Tribal Court, and monetary relief does not include tort, indirect, consequential, punitive, or non-compensatory damages; tort claims under the Temporary Concession Contract are limited to the property or assets held in trust. Nothing in this agreement shall be construed as waiver of the Owner's sovereign immunity.

**11. Non-Availability of Boat:** This agreement may be terminated by the Owner or the Renter if either: (a) the Boat, due to unforeseen circumstances, is inoperable or is otherwise unavailable due to damage or destruction, or (b) by breach of the Agreement as provided by the terms and conditions contained therein. The Renter acknowledges that their reservation of the Boat is contingent on return of the Boat in good condition by the previous renter.

**12. Waiver:** No waiver by Owner or any breach of the agreement by the Renter will be construed as a waiver of any subsequent breach. The Renter agrees to waive any claim that

they may have for breach of contract or warranty for representations made by the Owner or its Employee outside of this Agreement.

**13. Severability:** The Renter and Owner agree that if any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

**14. Acknowledgment Required for All Passengers:** All Boat passengers must sign an Acknowledgment form. A parent or guardian's signature is required for all minor children who will be passengers in the Boat. If the Renter is not the parent or guardian of a minor child, a separate Acknowledgment must be signed by the parent or guardian of the minor child.

I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

The RENTER agrees to abide to the above requirements.

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(Signature)

(Date)

The OWNER: Apsáalooke Crow Tribe of Indians – Staff

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(Signature)

(Date)

Crow Tribe Executive Officials

Frank White Clay, Chairman  
Lawrence DeCrane, Vice-Chairman  
Levi Black Eagle, Secretary  
Channis D. Whiteman, Vice-Secretary

Billing Address:

Crow Tribe, OK-A-BEH P.O. Box 7668 Fort Smith, MT 59035

Physical Address:

1 Okabeh Road Fort Smith, Montana 59075  
Phone #: (406) 623-9281