

**Defined Words:** In this agreement:

**"I", "me" and "my"** mean the Renter.

**"You" and "Your"** means Washington Jetski & ATV Rentals, LLC.

**"Approved Operators" and "we"** mean each and all of the Renters and all other approved operators who acknowledge this agreement.

**"This Agreement"** means this Watercraft & ATV Rental Agreement and Release, the attached Watercraft & ATV Check Out/In Sheet, and all other attachments.

**"Watercraft & ATV"** means the watercraft & ATV described above and all attached equipment and accessories.

**Agreement and Resolution:** You, I and the Approved Operators agree to all of the provisions of this Agreement. I represent to you that all of the information in this Agreement is true and correct.

**Rental:** I agree to rent the Watercraft or ATV from you, and you agree to rent the Watercraft or ATV to me, for the rental term described on the front of this document. You have delivered the Watercraft or ATV to me, and I have inspected and accepted the Watercraft or ATV in its present "AS IS" condition. Not later than the check-in time at the end of the rental term, I will return the Watercraft or ATV to you at the rental location in good clean seaworthy and undamaged condition. I will return the Watercraft or ATV with the same stores and amount of fuel on board, or I will pay you at your request for any shortages at your retail prices.

**Payment:** At your request, I will pay you the Rental Charge and Security Deposit described above, all charges on the Watercraft or ATV Check Out/In Sheet, and all other fees and charges under this Agreement. If I do not return the Watercraft or ATV on time, at your request I will pay you late fees as agreed upon on the front of this form. **CREDIT CARD: IF I AM CHARGING ANY PAYMENT UNDER THIS AGREEMENT TO MY CREDIT CARD, YOU MAY CHARGE MY CREDIT CARD FOR ANY OTHER AMOUNTS THAT I OWE YOU UNDER THIS AGREEMENT.**

**Security Deposit:** I give you a security interest in the Security Deposit to secure all obligations of the Approved Operators in this Agreement. You may use the Security Deposit to pay any of the obligations in this Agreement. You will return the remaining amount of the Security Deposit, without interest, to me after you have deducted all amounts necessary to pay the obligations under this Agreement. The Security Deposit does not excuse any Approved Operator from any obligation under this Agreement.

**Inspection and Damage:** I have inspected the Watercraft or ATV, and the Watercraft or ATV is acceptable and suitable for the rental. I am liable for all loss and damage to the Watercraft or ATV from any cause. If the Watercraft or ATV is lost or damaged, I will pay you at your request to replace or repair the Watercraft or ATV. A **CLEANING CHARGE** of \$100 applies to any boat or motorized sport vehicle not returned in a clean and orderly condition. A **\$100 GROUNDING FEE** applies for any grounding of the vessel or ATV. A **\$100 PER HOUR RESCUE FEE** plus FUEL EXPENSE applies if Washington Jetski & ATV Rentals, its owners, employees, or assignees have to come get you.

**LATE FEES:** ALL rentals MUST be back by reservation designated end time. Approved Operators are automatically charged a \$75.00 late fee after 15 minutes of the rental due time plus a prorated rental charge.

**Good Faith and Fair Dealing:** In performing this Agreement, you and the Approved Operators will use good faith and deal fairly.

**Cancellation:** You may cancel the rental if: 1. Any Approved Operator fails to comply with any provision of this Agreement; or 2. Any representation of any Approved Operator is untrue; or 3. The Watercraft or ATV is damaged; or 4. You determine that the rental should be cancelled because of any natural cause, medical problem, safety problem, or other problem. When booking a watercraft or ATV sport vehicle, the booking fee is \$100 and the watercraft or ATV sport vehicle security deposit is \$500. However, if you cancel, you forfeit the booking fee of \$100. The \$500 security deposit will be refunded to your card or account in 3-5 business days, depending on your bank, after the return of your vehicle.

If you cancel the rental, I will return the Watercraft or ATV to you, you may take possession of the Watercraft or ATV, you may enforce your other rights and remedies, and the other provisions of this agreement will still be in effect. Also, because of any natural cause, medical problem, safety problem, or other problem, at your request the Approved Operators will stop any activity in the use of the Watercraft or ATV, and you may refuse or terminate the participation of any person who

you feel is not able or willing to properly participate in any activity in the use of the Watercraft or ATV. The Approved Operators agree that you have the right to do this for the safety and protection of me, the Approved Operators and other persons, and for the proper use and protection of the Watercraft or ATV.

**Owner's Interest:** I understand and agree that Washington Jetski & ATV Rentals owns the Watercraft & ATV.

**Personal Information.** You may release or share any information about the Approved Operators with anyone who leases any of the Watercraft or ATV to you. This information includes but is not limited to the information in this Agreement and any driver's licenses and insurance.

#### **INDEMNIFICATION AND RELEASE.**

**THE APPROVED OPERATORS REALIZE THAT THERE ARE CERTAIN KNOWN AND UNKNOWN HAZARDS RELATING TO THE USE OF THE WATERCRAFT OR ATV. THE APPROVED OPERATORS RELEASE YOU AND ALL OF YOUR OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, ACTIONS, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY, DEATH OR PROPERTY LOSSES, CONNECTED WITH OR ARISING FROM THE USE OF THE WATERCRAFT or ATV, INCLUDING BUT NOT LIMITED TO ALL RISKS OF ANY NATURE, KNOWN OR UNKNOWN ANTICIPATED OR UNANTICIPATED, WITHOUT REGARD TO WHETHER THEY ARE INHERENT IN OPERATING OR RIDING ON THE WATERCRAFT OR ATV. THE APPROVED OPERATORS UNDERSTAND THAT THIS IS AN UNCONDITIONAL, FULL AND COMPLETE RELEASE, WHICH INCLUDES ALL CLAIMS WHETHER CAUSED BY THE GROSS OR SIMPLE NEGLIGENCE OR THE ACTION OR INACTION OF THE PARTIES RELEASED. WE WILL DEFEND AND INDEMNIFY YOU, AND ALL OF YOUR EMPLOYEES AND AGENTS FOR ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, ACTIONS, ATTORNEYS' FEES AND EXPENSES RELATING TO THE USE OF THE WATERCRAFT OR ATV. TO THE EXTENT PERMITTED BY LAW, YOU, AND YOUR, OFFICERS, AGENTS AND EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES RELATING TO AN APPROVED OPERATORS USE OF THE WATERCRAFT OR ATV. TO THE EXTENT PERMITTED BY LAW, THE APPROVED OPERATORS ACCEPT AND ASSUME THE RISK OF PERSONAL INJURY, ACCIDENTS AND ILLNESS OF THE APPROVED OPERATORS AND OTHER PERSONS. THIS INCLUDES BUT IS NOT LIMITED TO SPRAINS, TORN MUSCLES AND LIGAMENTS, FRACTURED OR BROKEN BONES, EYE DAMAGES, CUTS, WOUNDS, SCRAPES, ABRASIONS, CONTUSIONS, BURNS, DROWNING, OXYGEN SHORTAGE, EXPOSURE, HEAD AND NECK AND SPINAL INJURIES, BITE OR ATTACK BY ANIMAL OR INSECT OR MARINE LIFE, ALLERGIC REACTION, SHOCK, PARALYSIS, AND/OR DEATH.**

**I AM RENTING THE WATERCRAFT OR JETSKI "AS IS". YOU ARE NOT MAKING ANY EXPRESS OR IMPLIED WARRANTY OF THE WATERCRAFT OR ATV. YOU ARE NOT LIABLE FOR ANY LOSS FROM ANY DEFECT IN THE WATERCRAFT OR ATV. YOU DID NOT MANUFACTURE THE WATERCRAFT OR ATV. YOU ARE NOT MAKING ANY REPRESENTATION, WARRANTY OR AGREEMENT, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY OR SUITABILITY OR FITNESS OF THE WATERCRAFT OR ATV. TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT BE LIABLE FOR DAMAGES, INCONVENIENCE OR TIME LOST DUE TO ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE WATERCRAFT OR ATV.**

#### **Operation of Watercraft / ATV:**

Each Approved Operator represents to you and agrees that: 1. Each Approved Operator is at least **21 years old**. Except for the Approved Operators, no other person may operate the Watercraft or ATV. 2. No one will operate the Watercraft or ATV while under the influence of alcohol or drugs or other impairment. No one will smoke on board the Watercraft or ATV. There will be no grilling or cooking on the Watercraft or ATV. 3. Each Approved Operator will comply with all federal, state and local laws. The Approved Operators will pay all fines relating to the use of the Watercraft or ATV. 4. Each Approved Operator will comply with all no wake rules of the jetski and all environmental and endangered species rules of the jetski or ATV. 5. No more than the number of persons approved by the Coast Guard and other rules shall ride the Watercraft at any time. The weight limit for the Watercraft or ATV will not be violated. The Watercraft must be equipped with a Coast Guard certified life vest for each person aboard, and all children 14 years of age and under will wear a Coast Guard certified life vest in the Watercraft at all times. 6. The Watercraft will not be operated within 100 yards of any U.S. Navy vessel. The Watercraft will be operated at a minimum speed within 500 yards of any U.S. Navy vessel. 7. The Watercraft will only be operated within the inland lakes, rivers, tributaries, and coastal waters of the state of Washington (not more than 3 miles offshore). 8. Bare-footing, air chairs, parasailing, and other towing are prohibited. 9. The Watercraft or ATV will only be used for recreational purposes. The Watercraft or ATV will not be used for business or commercial purposes. 10. Each Approved Operator will operate Watercraft or ATV in accordance with all safety rules. 11. Each Approved Operator is experienced and capable in all aspects of operating the Watercraft or ATV. 12. If there is an accident or loss, I will immediately contact the local police department, and I will give you a completed incident report.

• **Insurance.** Washington Jetski & ATV Rentals is purchasing watercraft & ATV liability insurance and property damage insurance to protect Washington Jetski & ATV Rentals interest for the use of the Watercraft & ATV by the Approved Operators under this Agreement.

The Approved Operators will report any occurrence or claim to Washington Jetski & ATV Rentals immediately. The Approved Operators will cooperate with and assist Washington Jetski & ATV Rentals and the insurance company to investigate the occurrence and find evidence and witnesses, and to defend and appeal any claims and lawsuits. Without the written approval of Washington Jetski & ATV Rentals and the insurance company, the Approved Operators will not admit that they are liable for any claim. The Approved Operators will pay Washington Jetski & ATV Rentals the amount of any deductible for each insurance claim.

**There is no insurance coverage being provided to protect any Approved Operator and that coverage must be obtained by the Approved Operator. Washington Jetski & ATV Rentals is not providing any insurance to protect any liability or the interest of any Approved Operator.**

**No Transfer.** I cannot transfer any of my right or interest under this Agreement. Any transfer is void.

**Void Provisions.** If any provision of this Agreement is void, it will not affect the rest of this Agreement, and the rest of the Agreement remains in effect.

**Waiver, Change and Termination.** No provision of this Agreement can be waived, changed or terminated, except in a writing signed by you and the Approved Operators.

**Arbitration, Court Jurisdiction and Venue.** Any claims arising under or related to this Agreement shall be subject to binding arbitration. The courts located in Seattle, Washington shall have exclusive jurisdiction of any litigation related to this Agreement or the use of the Watercraft or ATV. No Approved Operator may sue Washington Jetski & ATV Rentals or any of Washington Jetski & ATV Rentals employees or agents in any other state.

**Heirs and Representatives.** This Agreement binds the parties who acknowledge this Agreement and their heirs, representatives, successors and assigns.

**Governing Law.** This Agreement is governed by the internal laws of the state of Washington.

**Copy of Agreement.** I have received a fully completed copy of this Agreement.