



A completed Rental Agreement is valid proof of competency when signed (by customer and Living Water Adventures rental agent) AND carried on board during the rental period. Initial on lines provided to confirm you understand each item the Living Waters Adventures rental agent reviewed or demonstrated.

1. **Definitions** - "Agreement" means all terms and conditions found in this form. "You" or "Your" means the person identified as the renter, any person signing agreement, and any authorized driver and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" and "your" are jointly and severally bound by this agreement. "We", "our", or "us", means Living Water Adventures, "Authorized driver" means the renter and any additional driver listed by us on this agreement, provided that each such person has a valid driver's license and is at least **18 YEARS OF AGE**. Vessel means the PWC/Boat listed in this agreement and any vessel we substitute for it. [REDACTED]

2. **Rental Contract** - This is a contract for a rental of a vessel. We may repossess this vessel at your expense without notice to you, if the vessel is abandoned or used in violation of the law or this agreement. You agree to indemnify us, defend us, and hold us harmless of all claims, liability cost and attorney fees we incur resulting from, or arising out of this rental and your use of the vessel. We make no warranties, express, implied, or apparent, regarding the vessel, no warranty of merchantability and no warranty that the vessel is fit for a particular purpose. [REDACTED]

3. **Returns** - You must return the vessel to the location we specify, on the date and time specified in this agreement, and in the same condition that you received it, except for ordinary wear. You agree to pay Living Water Adventures a late fee of \$10 after the first 10 minutes and an additional \$10 per 5 minutes after that for each vessel. If the vessel is returned after closing hours, you remain responsible for the safety of, and any damage to the vessel until we inspect it upon our next opening for business. [REDACTED]

4. **Damages** - You are responsible for all damages to the vessel, including damage caused by weather, acts of God, or terrain condition. You are responsible for costs of repair or the actual cash retain value of the vessel on the date of the loss if the vessel is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for the theft of the vessel. You must report accidents to us and the police as soon as you discover them. [REDACTED]

5. **Charges** - You will pay us, or the appropriate government authorities, on demand, all charges due to us under this agreement, including: (a) court costs, towing, storage, and impound charges and other expenses involving the vessel assessed against us or the vessel. (b) All expenses we incur locating and recovering the vessel if you fail to return it or if we elect to repossess the vessel under the terms of this agreement. (c) All costs, including pre- and

post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this agreement. [REDACTED]

6. **Payment** - We may use your credit card to pay any amounts owed to us under this agreement. [REDACTED]

7. **Modification of Agreement** - No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vessel to a Living Water Adventures Representative for a written amendment by us of the due-in-date. This agreement constitutes the entire agreement between you and us. [REDACTED]

8. **Waiver** - A waiver by us of any breach of this agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this agreement. Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of a vessel. If any provision of this agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. [REDACTED]

9. **Safety** - Vessel will be operated in a safe manner. You hereby release Living Water Adventures of any financial liability or any other type of responsibility or liabilities for any injuries or accidents that occur during the rental period. You have completed the safety checklist with a Living Water Adventures Representative. [REDACTED]

10. **Danger** - The use of vessel is an inherently dangerous activity that depends upon both the good decision-making and safe technique of the rider. Extreme care should be used when operating a power sport vessel. Rider/renter assumes the risk of extreme physical danger including injury and death in misuse or any rental vessel from Living Water Adventures. In the event that the rider/renter of the vessel becomes injured or lost, the rider/renter acknowledges that they may be responsible for any search and rescue fees incurred by any third party in the course of rescue attempts. Furthermore, the rider/renter discharges Living Water Adventures from any claims, injury, or damages from use of its rental vessels or trailers. Abiding with our insurance policies, our vessel may not be operated by a rider/renter after dusk and before dawn due to dangers caused by low visibility. [REDACTED]

11. **Financial Responsibility** - You are completely financially responsible for any and all damages that occur to the vessel during the time and date rented out until the vessel is returned and checked over completely by an authorized employee agent of Living Water Adventures, in satisfactory condition. You understand that you are financially responsible for any and all damage to the items that you are renting, using, or borrowing from Living Water Adventures or any of its employees/agents. You understand that you are completely liable for the theft of any/or all vessels, life vests, and/or any parts stolen from the vessel including the vessels themselves or any other items borrowed or rented from Living Water Adventures during the rental period. (Rental period is defined as: from the time you sign this form to the time a Living Water Adventures employee/agent checks in the vessel. No exceptions.) [REDACTED]

12. **Repair Costs** - You agree to pay manufacturers' current repair costs in labor charges and suggested retail on brand new factory replacement parts if any damage occurs during the rental period, plus lost income for an 8-hour rental for each day the vessel is out of commission. We DO NOT straighten or weld any damaged parts, or replace any damaged parts with used parts. If any part has a crack of any size, the part must be replaced with a brand new factory part. You authorize Living Water Adventures to use your credit card towards any repairs necessary to restore the equipment back to the condition it was rented out to you in. If one or more of the machines has damages

exceeding the value of that machine you will be required to purchase that vessel for high Kelly Blue Book value at the time the vessel is damaged. If the vessel is not returned clean the renter is to pay a \$75 cleaning charge. This applies to boats only. ALL DAMAGES AND/OR CLEANING MUST BE PAID FOR IMMEDIATELY! [REDACTED]

13. Performance - You agree to respect the laws and regulations of waterways. YOU AGREE TO STAY IN DESIGNATED AREAS AT ALL TIMES, and will not litter at anytime. You understand that you are completely responsible for any tickets or citations received during the rental period. IF VESSEL GETS STUCK, IS FOUND, REPORTED OR SEEN ON LAKE MICHIGAN, A RECKLESS HANDLING FEE will be assessed up to and including \$500 plus the cost of repairs. You agree that all operators of the rented vessel will operate in a safe, responsible manner and obey all designated rules. You understand that it is illegal to operate any vessel WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL. [REDACTED]

14. Understanding - You hereby agree to all of the above conditions and statements on this agreement and everything you have written is true to the best of your knowledge. You have read this entire document and agree in full. You have had every chance to openly review this document. An employee/agent from Living Water Adventures has provided you with answers to all your questions and has given you completely thorough instructions on how to operate all rented or borrowed equipment. You do not and will not hold Living Water Adventures responsible for any medical or financial expenses incurred during the rental period. You understand that you are volunteering for this activity and there is a high risk of injury to yourself, others, and also the equipment. [REDACTED]

RENTER NAME: _____

CURRENT RESIDENCE: _____

PHONE NUMBER: _____

EMAIL: _____

Drivers License No.	State	Exp. Date	DOB:	Age:
Check out date:	Due in date:	Time Out:	Time In:	
Date of Exchange:	Vehicle No.:	Total Time Rented:	Days:	Hours:
Checked out by:	Checked in by:	Renter Check in:		
Visa Master Discover				
Credit Card No:	By signing below you acknowledge that you have been given an opportunity to read the Terms and Conditions before being asked to sign this Agreement. Your signature allows us to submit a credit card voucher in your name for all rental charges arising out of this transaction.			
Expiration Date:				
Zip Code:				
CVV:	Renter's Signature:			