

LAKETIME WATERSPORTS JET SKI RENTAL AGREEMENT, RELEASE AND INDEMNIFICATION

Date: _____

RENTER INFORMATION

Name(s): _____

Phone: _____ Email: _____

_____ Driver's License #: _____

_____ State Issued: _____ Exp Date: _____

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, LAKETIME WATERSPORTS LLC ("Jet Ski Owner") agrees to rent the Jet Ski listed below to Renter (identified above) for the time specified and subject to all terms and conditions set forth below.

_____ 1. The Renter, who has rented the jet ski on the date(s) of _____ will not hold LAKETIME WATERSPORTS LLC or Wyatt Criscillis or Jason Criscillis (owners), liable from any injury up to and including loss of limb or life, for themselves, their family, or any guests they bring on board the jet ski, the dock, or land connected to dock.

_____ 2. **Release and Waiver of Claims.** Renter does hereby remise, release, and forever discharge jet ski Owner, jet ski Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the jet ski; or in any way arising out of the rental relationship between Renter and jet ski Owner.

_____ 3. The Renter will be legally responsible and responsible for all medical bills for anyone injured while utilizing the rental, including loss of limb or life.

_____ 4. Should the Renter encounter mechanical problems there is no refund. Accommodations will be attempted by LAKETIME WATERSPORTS LLC to fix any issues and allow reservation on the rental to continue as planned, but we provide no guarantee for this.

5. I, _____, have been explained how to run the jet ski, start the jet ski, locate and monitor fuel, how to refuel, how to monitor battery, how to park, and how to moore.

6. I, _____, have been shown the emergency devices: fire extinguisher and whistle. I have also been shown the SC vessel certification card that I will need to produce if should be stop on the lake.

7. I, _____, understand that I am also fully financially responsible if I damage any boat/jet skis, watercrafts, docks or other property while utilizing the Rental.

8. I, _____, understand and promise to adhere to state law regarding the use of life jackets. All persons must wear a life jacket at all times while on the Jet Ski. All persons must wear life jackets while swimming from the Jet Ski.

9. _____ I understand that if I break any of the rules outlined in the manual, I will immediately forfeit the remainder of my stay on the Jet Ski and will not receive any refund. There are no refunds for any reason.

10. _____ I understand that I am responsible for any damage to lake property, businesses, or watercraft that I damage while operating and renting the Jet Ski.

11. _____ I understand that LAKETIME WATERSPORTS LLC, Wyatt Criscillis, Jason Criscillis, Lake Keowee Marina and any employee will not be held liable for damage to my vehicle while in their care.

Indemnification. Renter hereby expressly agrees to indemnify and hold harmless Jet Ski Owner, jet ski Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Jet Ski.

Governing Law. This Agreement is governed, construed, and administered according to the laws of South Carolina, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of South Carolina.

Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Renter's Signature Date

LAKETIME WATERSPORTS LLC /Jet Ski Representative Date

Booking and Cancellation Policies for Jet Skis

- Changes to reservation times or dates must be made 14 days prior to your scheduled rental date. You must contact us at 864.482.2378 to make reservation changes.
- Cancellations made 14 days or more ahead of scheduled rental date receive a refund less a 10% handling fee.
- Cancellations made 7- 14 days before the rental date will receive a 50% refund (the other 50% will be refunded only if we fill your scheduled rental time).
- Cancellations made less than 7 days before the rental date will not be refunded (unless we fill your scheduled rental time).
- In the case of dangerous weather such as, tornado warnings, heavy rain lasting more than 45 minutes, or lightning on the day of your rental, credits toward a future rental or a refund may be issued. LakeTime Watersports LLC is the only party that can determine if credits or a refund is appropriate. Any cancellations or rescheduling must be based on actual weather conditions at your arrival time and cannot be determined based on preliminary forecasts.
- Rescheduling due to dangerous weather is subject to our equipment availability (we will do our best to accommodate you, but we are not able to cancel other reservations to free up equipment to rent).