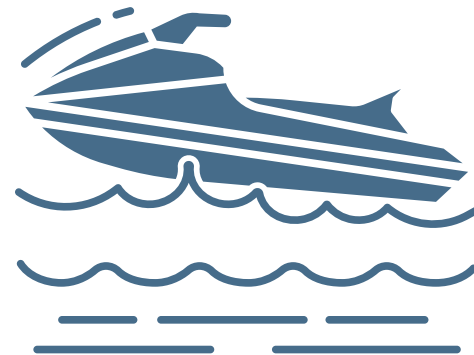


WHATCOM JET-SKI RENTAL(S)



THIS JET-SKI RENTAL AGREEMENT CONSTITUTES A
CONTRACT BETWEEN RENTERS AND WHATCOM JET-SKI
RENTAL(S)

RENTAL PROPERTY:

Year: **2021**

Make: **Kawasaki**

Model: **Ultra LX**

Vin:

Additional

Equipment: **Life**

Jackets provided

RENTAL DATE(s)

Start Date:

End Date:

RENTAL RATE

TOTAL RENTAL COST: \$

1. TAX AND FUEL: All rentals' units will come with a full tank of gas. All rentals of 4 and 8 hours will be charged one full tank of gas, that will be taken out of the Deposit. The price paid will be equal to one full tank of unleaded gas at current pump prices.

2. INSPECTION OF EQUIPMENT- Owner(s) certify that the jet-ski(s) are in good mechanical and physical condition. Renter(s) will inspect said Equipment and leases the same without any representations by Owners(s). If equipment has damage or problems Renters(s) must report damage on the provided form. Renters(s) will be held responsible for any damage to the ski that is not reported at the time of delivery.

3. DAMAGES TO EQUIPMENT - The Damage Deposit: A damage deposit of \$250.00 will be collected for each four-stroke watercraft rented. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/ she who is known to as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items Whatcom Jet Ski Rentals, LLC in any way lost, stolen or misplaced during the rental period. Should any damages exceed the \$1000.00 damage deposit, Fancy PWC will provide an itemized repair bill, including lost rental time (Only applies to four strokes-lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest. User shall be responsible for damages at and beyond the \$1000 (100) damage deposit.



4.LEASE BE AWARE: Major problems that may arise are few but costly. For example, damage to the impeller can cost several hundred dollars for debris sucked into the jet ski while damage to the engine due to overheating because of debris being sucked in can cost several thousand dollars. See damage sheet for some potential costs.

5.THEFT OR LOSS: In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment

6. INSURANCE: Fancy PWC LLC offers NO insurance coverage for equipment damages incurred during your rental period. Please check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

7. JET-SKI OPERATION: Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party to operate the equipment. Renter(s) will be responsible for all such operation. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs. Renter(s) will be responsible for the operation of the equipment within all laws.

8. JET-SKI USE: The Renter(s) agrees not to permit the use of or to use the jet-ski for transportation of persons or property for hire and not to allow more than three persons or the maximum listed weight upon the jet-ski at any one time.

9. REPAIRS-SERVICE CALL(S): Renter(s) acknowledges and understands that Owner(s) cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the Owner(s). Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Renter(s) oversight or neglect or misuse, Renter(s) agrees that the repair call costs may be deducted from the Renter(s) security deposit.

10. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that Owner(s) shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to Owner(s). Renter(s) agrees to hold Owner(s) harmless from and against any such claims. **RETURN OF EQUIPMENT:** Renter(s) acknowledges and understands that they will return the Equipment to dock at an agreed upon time on the end date of this contract.

Renters Initials

LIABILITY AGREEMENT:

- 1. RELEASE, REMISE, AND DISCHARGE** Whatcom Jet Ski Rentals, LLC, the owners and operators of the PWC and boating activities sponsored by Whatcom Jet Ski Rentals, LLC (hereinafter referred to as “releasees”), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by Whatcom Jet Ski Rentals, LLC, and/or my participation in any activities sponsored by Whatcom Jet Ski Rentals, LLC. **INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES’ NEGLIGENCE.**
- 2. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my use of any property owned or leased by Whatcom Jet Ski Rentals LLC, whether or not these injuries or damages were caused by the releasees’ negligence. damage, or cost that may incur, including attorneys’ fees, arising from, or in any way related to, my presence on. The premises occupied by Whatcom Jet Ski Rentals, LLC, my operation of a PWC rented from or owned by Whatcom Jet Ski Rentals, LLC., and/or my participation in any activities sponsored by Whatcom Jet Rental(s), LLC
- 3. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE**, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating Jet-Skis rented from or owned by Whatcom Jet Ski Rentals, LLC., and/or while participating in any activities sponsored by Whatcom Jet Ski Rentals, LLC.

Renters Initials:



AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES FROM ANY LOSS, AND OR LIABILITY

I agree and understand that:

- 1) My participation in Whatcom Jet Ski Rentals, LLC activities, as with any watersport, will test my physical and mental limits, involve very powerful machinery, and expose me to dangers associated with the operation of Whatcom Jet Ski Rentals, LLC and/or Jet Skis. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.
- 2) My presence on the premises operated by Whatcom Jet Ski Rentals, LLC and/or my participation in the Whatcom Jet Ski Rentals, LLC or Jet Ski activities organized by Whatcom Jet Ski Rentals, LLC exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, Whatcom Jet Ski Rentals, LLC, and/or others.
- 3) Whatcom Jet Ski Rentals, LLC or Jet Ski activities may pose an additional danger to persons with preexisting physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in Whatcom Jet Ski Rentals, LLC or Jet Ski activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.
- 4) I will NOT participate in any Whatcom Jet Ski Rental(s), LLC or Jet Ski activities sponsored by Whatcom Jet Ski Rentals, LLC while my ability is impaired by alcohol drugs, or otherwise. If found by discretion of Whatcom Jet Ski Rentals, LLC staff and or Washington Department of Natural Resources/Police to be impaired by said substances I further agree that my rental will be terminated, and no refund will be provided.
- 5) In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to Whatcom Jet Ski Rentals, LLC. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved into any accident.
- 6) Whatcom Jet Ski Rentals, LLC reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. If a ride is cancelled due to bad weather Whatcom Jet-Ski Rental(s) reserves the right to either prorate a monetary return in place of time lost or may issue a voucher for a rental another time and or date.
- 7) I will have the opportunity to inspect the Jet-Skis or other watercraft that I am renting from Whatcom Jet-Ski Rental(s), LLC before I attempt to use/and or take the Jet-Skis out on the water. I will not participate in any Whatcom Jet-Ski Rental(s), LLC or boating activities until I inspect and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection.



- 8) I acknowledge that Whatcom Jet Ski Rentals, LLC is not a manufacturer of the Jet Skis that I am renting, and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the Jet Skis.
- 9) I agree that I will not allow any other person to operate the Jet Skis that I am renting from Whatcom Jet Ski Rentals, LLC unless that person is a Whatcom Jet Ski Rentals, LLC employee or agent.
- 10) I agree to return the Jet-Skis that I have rented from Fancy PWC LLC within the rental period that I negotiated. If I fail to return the Jet Skis to Whatcom Jet Ski Rentals, LLC for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.
- 11) I understand that Whatcom Jet Ski Rentals, LLC is not the only business offering Jet-Ski Rental(s) in Blaine/Bellingham, WA and my decision to rent from them is "MY" choice.
- 12) **IT IS MY DUTY TO ASK WHATCOM JET SKI RENTAL(S), LLC TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY WHATCOM JET-SKI RENTAL ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY WHATCOM JET-SKI RENTAL(S).**
- 13) **ENTIRE AGREEMENT** - The Renter(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.
Whatcom Jet-Ski Rental(s), LLC: By:

Alfred Vongs

Renter's
Signature:

Renter's Printed
Name:

