### Tampa Bay Water Sports, LLC Jet Ski Rental Contract (727) 379-BOAT (2628)

1300 Cove Cay Drive Clearwater, Florida 33760 Address: City: State: Zip Code: Home Phone: Cell Phone: E-Mail State: Drivers License #: \*\*ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\* CREDIT CARD NUMBER: See Back Page Ехр. A BOAT/PWC RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER. Exact Name on Credit Card: EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: \_\_\_\_\_ Cancellation Policy: Reservations cancelled inside 7 days will forfeit deposit. Deposit: Reservations require a deposit of \$100.00 per Day per Boat Cancellation Policy Explained to Customer Reservation taken by Deposit Explained to Customer \_\_\_\_ Dry Bag + \$10 \$35/50 Extra Fee For Fish Finder/GPS \_\_\_\_ On calendar Has boater's safety card. \_\_\_\_ Deposit collected Date Rented: \_\_\_\_\_ Number of people: \_\_\_\_\_ Rental Fee: \_\_\_\_\_ \$100.00/Day/Boat/PWC Rental Deposit: \$ \_\_\_\_\_ Date: \_\_\_\_ Employee: \_\_\_\_ **CONFIRMATION INFORMATION (10 Day Prior to Rental)** Left Message Date& Initials:\_\_\_\_\_ Employee Initial: \_\_\_\_\_ DATE CONFIRMED: \_\_\_\_ RENTAL FEES: Maximum of 9 people Full Day : \_\_\_AM-\_\_ : \_\_PM - 8 hrs \$\_\_\_\_ plus fuel and tax Half Day \* \_\_\_ : \_\_AM-\_\_ : \_\_PM - 4 hrs \$\_\_\_ plus fuel and tax \*Boat/Vessel/PWC may be used interchangeably throughout this agreement and represent the leased item\* LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT In consideration of the agreement herein, Tamp Bay Water Sports, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour. THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS. This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from Hillsborough and Pinellas Counties and will operate that said craft within a TWELVE mile limit from COVE CAY MARINA and I (We) have familiarized myself/ourselves with a chart of the area. WATER SKIING, FISHING, TOWING, AND/ OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE AND FORFEITS SECUTRITY DEPOSIT. I authorize and allow Tampa Bay Water Sports, LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at COVE CAY MARINA. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody. A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition (cleaning fee of \$150 shall be charged against the deposit if the vessel is not returned in same condition, other than saltwater spray), ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE. Should LESSOR have to come rescue LESSEE for anything other than mechanical failure a \$500 rescue fee will be charged to LESSEE, and LESSEE agrees to said charge. LESSEE agrees not to use, nor permit the use: of the rental craft for any unlawful purpose; h of the rental craft in a careless or negligent manner; of the rental craft while under the influence of liquor or narcotics; or any other drugs C. d. by any other person not the signatory of the agreement, or not equally qualified. of the rental craft after dark. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters,

persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FUTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR

harmless should loss or damages occur to a fire, water, theft or any other causes whatso		while carried in, or on, the rental craft, i	ncluding loss or damage by
LESSEE expressly agrees to indemnify an loss, cost, damages, attorney fee and/or lia incurred in connection with attempting to property and/or to enforce any terms, cond shall be in the county of LESSOR.	d hold LESSOR and its agents, a bility in connection with the enforce collect delinquent rent and in the	cing of the forgoing rental contract by L event of suit by LESSOR, to recove	ESSOR, including expense r possession of said rental and any action hereunder
In the event of <b>malfunction</b> , <b>breakdown</b> , o to LESSOR. Continued use of it shall entire and property that may become involved by i	ely at the LESSEE'S risk and thus		and damage to all persons
LESSOR'S ability to provide a rental craft if cause beyond LESSOR'S control.	reserved, is contingent upon and	subject to the return of the unit by the pr	
LESSOR reserves the right to cancel this retime used.	ental agreement due to inclement	or impending bad weather. Rental fee	Initial:s will be prorated based on Initial:
The rules and regulations contained herein welfare of all who use the facilities. The LES the responsibility that his/her family and or g	SSEE certifies that he/she has rea		R are for the safety and
Should any term or condition of Rental Agre and the unenforceable, then that term sha affected and will remain in full force and effe	Il be deemed severed from this		the remainder shall not be
THE TERMS AND CONDITIONS ON BOTH AND LESSOR AND NO OTHER REPRESE IN THIS RENTAL AGREEMENT.			
I (WE) HAVE READ ALL PAGES OF THE BOTH SIDES; THAT I (WE) ACKNOWLED			TIONS AS SET FORTH ON
LESSOR: Tampa Bay Water Sports, LLC, b  LESSEE:		DATE:	_
WAIVER AND RELEASE OF LIABILITY AGDISCLAIMER – This Waiver and Release Tampa Bay Water Sports, LLC *(For purpowners, principles, directors, officers, emparampa Bay Water Sports, LLC.). If any prevail over any clauses in the rental agreement that are inconsisted undersigned's minor children. Renter a and users of said rental equipment. Renter potential operators, passengers, or users even if such damages arise out of the ne	Agreement is applicable to all re- poses of this Waiver and Relea- ployees, agents, representatives other rental agreement is supp- ment with this Release. The under grees that he/she will disclose to further agrees that in the a eve- of said equipment, he/she will be	ase, the term "Tampa Bay Water Spots, servants, assigns, successors, in plemented with this Release, the prograigned agrees that he/she is also sign Tampa Bay Water Sports, LLC, all pote that he/she fails to notify Tampa Be personally liable for any damages to the servants.	orts LLC." includes all boat surers and subsidiaries of visions of this Release will ning this Release on behalf ential operators, passengers, say Water Sports, LLC of all ne undisclosed individuals, a.
II. ACKNOWLEDGEMENT OF RISKS – T activities include: 1) Changing water flow participants, the watercraft, other watercraft wetness, injury, expose to the elements, h including, but not limited to sharks and/or st to operate equipment, swim and/or follow temperature, 9) Heat or sun related injurie unknown or unanticipated risks may result in III. EXPRESS ASSUMPTION OF RISK-Tampa Bay Water Sports, LLC at his/her or ental, operation, or use of the rental equiprincluding but not limited to sprains, torn m and/or contusions; head, neck, and/or spinal expenses from any of the foregoing risks at the risks arise out of the negligence or factors.	or, tides, currents, wave action at and manmade or natural object hypothermia, drowning and/or decing rays; 5) Equipment failure or directions; 7) Wind, inclement or so rillnesses, including sunburn injury, illness or death. The undersign herby agrees that we risk. The undersigned agrees ment, The undersigned assumes fuscles and/or ligaments; fracture all injuries; animal or insect bite or assumes all risk injury, illness,	and ships' wakes; 2) Collisions with tts; 3) Collision, capsizing, sinking or cath; 4) Attack by or encounter with insoperator error; 6) My sense of balance, weather, lightning, variances and extre, sunstroke or dehydration of these rist he/she is renting, operating or using that he/she is voluntarily participating full responsibility for the risks of persona or broken bones; eye damage; cuts, vattack; shock, paralysis, drowning, and damage or loss that might result, rega	any of the following: other ther hazard which results in sects and marine life forms, physical coordination, ability emes of wind, weather, and sks is nit complete and that Initial:  the equipment provided by n all activities related to the il injury, accidents or illness, younds, scrapes, abrasions, or death; and any resultant
IV. WAIVER/RELEASE OF LIABILITY-By tindemnify and hold harmless Tampa Bay Wipersonal injuries sustained by the unders any and all activities related to the renta cause. The undersigned assumes full resider Sports, LLC shall not be liable for a Sports, LLC shall not be responsible for FAULT BY Tampa Bay Water Sports, LThis Waiver and Release does not apply to	dater Sports, LLC. from any and a gined or any minor children und, operation, or use of equipmer exponsibility for any such injuries or ny loss or theft of personal proper such injuries, damages, lost, whether such negligence is	Il liability of any nature for any and all ir der the undersigned's custody, care, nt provided by Tampa Bay Water Sport damages, which may occur, and furterty. The undersigned specifically agress or theft. EVEN IN THE EVEN present at the signing of this Release	er discharges and agrees to hiury or damage arising from and control, as a result of orts, LLC. regardless of the her agrees that Tampa Bay Water IT OF NEGLIGENCE OR
V. LIABILITY TO THIRD PARTIES – The LLC for all personal injuries, property dama passengers of other watercraft and minor of to the rental, operation, or use of equipmen or fault of Tampa Bay Water Sports, LL	ages, or any other damages to a nildren under the undersigned's cu t provided by <u>Tampa Bay Water</u>	ny and all third parties, including but nustody, care, and control as a result of	ot limited to, operators and any and all activities related
VI. ACKNOWLEDGEMENT OF WAIVER AI Release and to ask any questions associat Waiver and Release, knows the contents th aware that he/she may rent, operate, or uzampa Bay Water Sports, LLC. with the equipment. The undersigned further warn legal action to assert a claim against further agrees to be bound by this agree Bay Water Sports, LLC.	ND RELEASE – The undersigned ed with said Release. The unde ereof, and has signed this Releas se equipment from another renta knowledge that signing this Re ants that he/she is fully aware	rsigned further states that he/she has a e as his/her own free act. The undersig I facility, but has chosen to rent, opera- elease is a requirement for rental, o that he/she is waiving any right he.	ne to review the Waiver and carefully read the foregoing gned warrants that he/she is ate, or use equipment from peration, and use of said she may have to bring a
RENTER DATE	OPERATOR/PASSENGE	OPERATOR/PASS	ENGER
OPERATOR/PASSENGER	OPERATOR/PASSENGE	ER OPERATOR/PASSE	NGER

#### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In . onsideration of the services of Tampa Bay Water Sports LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TBW"), I hereby agree to release, indemnify, and discharge TBW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in jet skiing, WaveRunner, and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, TBW personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TBW from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use TBW's equipment or facilities, including any such claims which allege negligent acts or omissions of TBW.
- 4. Should TBW or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against TBW, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TBW on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TBW\*. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name_			
Signature of P	articipant		
Print Name			
Signature of P	articipant		

#### PROTECTIVE WETSUIT REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Tampa Bay Water Sports LLC(hereinafter collectively referred to as 'TBW'), that we should wear a properly fitted wetsuit bottom, or clothing that provides equivalent protection, while riding or being around personal watercraft (e.g. jet skis, wave runners, etc.) in order to protect against injuries and/or death caused by water from the jet thrust nozzle being forced into the rectum or vagina. I understand that by not wearing a properly fitted wetsuit bottom, or clothing that provides equivalent protection, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of TBW and numerous court cases I am refusing this critical safety precaution.

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings.

Signature of Rider	Print Name	Date
Signature of Rider	Print Name	Date
Name of minor(s)	Signature of parent, guardian, and or spouse	

# Rules of the Boat

- While the boat is moving everyone must remain seated
- The engine must be off when anyone is in the water
- All arms and legs must remain inside the boat while the boat is moving. Do not let people try to stop the boat the with arms or legs, whether parking or otherwise.
- Mangrove Waterway minimum wake
- When traveling underneath a bridge minimum wake
- Children under 6 year of age must wear a life jacket at all times.
- If you are unsure or unfamiliar with the waterways go SLOW, remember, the slower you go the less damage you can cause.
- No smoking
- Follow navigation signs
- Have a designated sober driver.
- IF you are unsure of the area drive as slow as possible, remember the slower you go the less damage you can cause.
- The boat shall never go above ¾ throttle, 5000rpm. This will save you gas too.
- NO pets over 20 LBS
- THE CAPTAIN IS RESPONSIBLE FOR EVERYONE ON THE BOAT!!!!!!
- You are not allowed to do ANYTHING that begins with the words "Hey Y'all watch this..." or similar wording.
- Return the boat in the same condition that you found it.
- When parked remember to turn the engine off.
- HAVE FUN!!!!!!!

Renter / Operator – by signing this document I certify that I have read the rules of the boat.

## **Payment Authorization Form**

This form allows Tampa Bay Water Sports, LLC ("TBWS), to charge to your Visa, MasterCard American Express, or Discover Card. Just complete and sign this form.				
Please complete the information below:  I authorize my credit/debit card indicated below for \$	e <b>Tampa Bay Water Sports, LLC</b> , to charge in addition to the security deposit on			
from the security deposit in accordance with the	vessel. Furthermore I agree to a deduction, if any, terms of the rental contact.			
Billing Address City, State, Zip				
Signature  I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Tampa Bay Water Sports LLC., I certify that I am an authorized user of this credit/debit card and will not dispute the transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form and boat rental contract. Should court intervention be required to enforce the terms of the boat rental contract or this payment authorization form, the prevailing party shall be entitled to their attorneys fees and court costs. Venue shall be in Pinellas County, FL. Should any portion of this boat rental contract or this form be deemed invalid the remaining portions shall be in full force and effect.	Credit/Debit Card  Visa MasterCard Discover  Cardholder Name Account Number  Exp. Date  CVV (3 digit number on back of card)  ZIP:			
Place ID Card Here	Place Credit Card Here			