

BOAT & 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, Retro Jetski Rental LLC, ("boat/jet ski/Jet Ski Owners") agrees to rent the boat/jet ski/Jet Ski listed below to Renter (identified) for the time specified and subject to all terms and conditions set forth below.

_____ 1. The Renter, who has rented the boat/jet ski on the date(s) of _____ will not hold Retro Jetski Rental LLC, Kendrek Clayborn, or Ronnie Sekishiro (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 boat/jet ski Owners, /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 Retro Jetski Rental 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's, locate and monitor fuel, how to refuel, how to monitor battery, how to park, and how to move.

6. I, _____, have been shown the emergency devices: fire extinguisher, throw cushions, and life vests. I have also been shown the TX wildlife vessel certification card that I will need to produce if wildlife should stop me on the lake.

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

8. I, _____, understand and promise to adhere to state law regarding the use of life jackets. Any person under the age of 13 must wear a life jacket at all times while on the boat/jet ski. All persons must wear life jackets while swimming from the jet ski's.

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's 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's.

11. _____ I understand that Lake Lewisville Urgent Care, Retro Jetski Rental, kendrek clayborn or Ronnie Sekishiro 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 boat/jet ski Owner, boat/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 boat/jet ski.

TAX AND FUEL: All rental units will come with a full tank of gas. All rentals of 4 hours or greater will be charged one full tank of gas at the time of pickup. The price paid will be equal to one full tank of gas at current pump prices.

The Renter also agrees that they are a qualified operator, meaning that they know how to safely operate, control, and use the jetski properly while abiding by all lake laws while operating the jetski.

ALL RENTERS MUST USE IDLE SPEED IN WATER LESS THAN FIVE FEET DEEP!!

WEIGHT, NO MORE THAN TWO PEOPLE ON EACH JETSKI

Security deposit is no more than 100 bucks, which will be returned once the jetski has been inspected and it has been determined that there isn't any damage that occurred during your rental period or during transportation back to our shop.

This Agreement is governed, construed, and administered according to the laws of Texas, 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 Texas or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Texas.

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.

IF YOU DECIDE TO RETURN THE TWO JET-SKIS EARLIER THAN YOUR RENTAL PERIOD THAT YOU BOOKED, YOU WILL STILL BE CHARGED FOR THE FULL RENTAL PERIOD.

_____ Renter's Signature Date

_____ Retro Jetski Rental

/jet ski Representative Date