

Jet Ski Rental Agreement

MUST BE AT LEAST 21 YEARS OF AGE, A VALID DRIVERS LICENSE AND CREDIT CARD IMPRINT

The undersigned hereby rent the following described Jet Ski for a limited period, upon the following Rules and Regulations and agree to the WAIVER and RELEASE. Mandatory 15% will be charged on top of fuel used for any units returned less than full.

Passengers	1:	2:
Jet Ski #		
Initial Pick up date & time:		Initial Return date & time:

Driver's License Number and DOB _____

Credit Card Number: _____
Expiration Date: _____
CVC: _____
Signature: _____

Please note: By signing in the space provided, the customer acknowledges the term of this agreement above described in good operating condition with any damages reported in writing on the reverse of this form. If the Jet Ski is damaged the card on file will be charged in full, unless the renter has purchased renters insurance, at which a minimum of \$250.00 will be charged to the renters card on file.

Additional information (not required)

Emergency contact Name: _____

Emergency contact Phone Number: _____

Starting Point: _____

Vehicle Description: _____

Rules & Regulations

1. Reservations for rental equipment shall be made in person or online. Fees and charges for rental equipment will be calculated by the day. Payment is due in full at the time of pick up. If you do not pick up your equipment at your scheduled time you may forfeit your rental.

- **EQUIPMENT PICK UP/RETURN**

1. Lake Powell Vacations staff is not responsible to load or unload equipment and or deliver equipment. The customer must have access to their own or a rented vehicle to load/unload rented equipment.

- **IN CLIMATE WEATHER/REFUNDS**

1. Lake Powell Vacations reserves the right to cancel your reservations if we feel that in climate weather may be a hazard to your safety.

2. In the event you decide to rent equipment knowing in climate weather may occur you will not be refunded.

3. If you bring the equipment back early you will not be refunded for a partial day. Rentals are at a full day minimum charge ONLY.

- **LATE FEES/EQUIPMENT RETURNS**

1. The Customer shall return rental equipment on the date and time designated on the reservation form. Late fees will be calculated at \$25.00 per hr per rented item.

2. If you fail to return by closing of your scheduled return day we will have to report you missing to the National Park Service.

3. Return of Equipment: The Customer shall be charged an additional fee for all rental equipment not returned in a clean condition. A \$50.00 cleaning fee will be charged on rentals returned dirty. Any equipment not returned within 48 HOURS of the due date will be considered lost **AND CUSTOMER WILL BE CHARGED FULL REPLACEMENT VALUE OF THE LOST EQUIPMENT.**

4. I have examined rental equipment and agree that equipment is in good working condition with no visible damage. When engaging in the rental or use of Lake Powell Vacations rental equipment including car racks, foam blocks, paddles and life jackets, I agree to accept all responsibility to maintain and know the whereabouts of all the equipment rented for the entire rental period and to pay all repair and/ or replacement costs for the damage or theft that may occur to equipment, or to my own or other's vehicles or property during the rental period.

5) The risk of injury from the activities involved in significant, including the potential for permanent paralysis and death.

6) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH RELEASES OR OTHER, AND ASSUME REponsibility FOR MY PARTICIPATION.

7) I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the hazard to Lake Powell Vacations staff immediately.

8) I, for myself and on behalf of my heirs, assign, personal representatives and next of kin, hereby release, indemnity, and hold harmless LAKE POWELL VACATIONS there officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (releases), from any and all claims, demands, losses and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether assisting from the negligence of the releases or otherwise, to the fullest extent permitted by law.

9) When engaging in the rental or use of Lake Powell Vacations rental equipment including car racks, foam blocks, paddles and life jackets, I agree to accept all responsibility to maintain and know the whereabouts of all the equipment rented for the entire rental period and to pay all repair and/ or replacement costs for the damage or theft that may occur to equipment, or to my own or other's vehicles or property during the rental period. Should I damage or lose any equipment I agree to pay for a replacement at current replacement value which I authorize to be charged to the credit card on file which was paid for the rental with. If I am not present during the delivery or return of my rental equipment, I will be fully responsible for any loss,

theft or damage to the same and any damage to any vehicle used to transport them or damaged by the rental equipment.

I have read this release of liability and assumption of risk agreement fully understand it's terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

Sign: _____

Print: _____

Date: ____ / ____ / ____

For parents/guardians of participants of minor age (under 18 at time of registration):

This is to certify that I, as a parent guardian with legal responsibility for this participant, Do Consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assign, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

Sign: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Lake Powell Vacations, LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LPV"), I hereby agree to release, indemnify, and discharge LPV, 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 ski and personal watercraft 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; accidental drowning; watercraft may capsize and cause entrapment; travel in remote areas; collision with objects or other watercraft; rapidly changing adverse weather and water conditions; watercraft is slippery when wet and accidents can occur while getting on or off; the negligence of participants, or other persons who may be present; exhaustion; exposure to the elements of the outdoors and natural surroundings 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; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; passengers can be thrown off the vehicles; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; the negligence of participants, or other persons who may be present; equipment failure or operator error; accidents involving other vehicles, vessels or watercrafts; collision with fixed or movable objects; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident. Traveling to and from the pier raises the possibility of any manner of transportation accidents.

Furthermore, LPV employees 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 LPV 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 of LPV's equipment or facilities, **including any such claims which allege negligent acts or omissions of LPV.**

4. Should LPV or anyone acting on their behalf, be required to incur attorney'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 LPV, I agree to do so solely in the state of Arizona, 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 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 LPV on the basis of any claim from which I have released them herein.

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 _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION