

Sun River Jet Ski Rentals LLC

NAME(S)		DATE	
ADDRESS			
CITY	STATE	ZIP	
PHONE#	ALT PHONE#		
DRIVERS LICENSE#	STATE	ZIP	

READ CAREFULLY! Renter has read this agreement and understands to the following:

- Renter agrees to pay *Sun River Jet Ski Rentals LLC* at the posted rental rate. Rental rates do not include taxes, fuel, damage, retrieval, downtime, cleaning, or administrative fees. **Reservation deposits are NON-REFUNDABLE.** A security deposit and valid credit card authorization are required prior to boarding. Renter authorizes *Sun River Jet Ski Rentals LLC* to charge the card on file for any damages, loss, theft, fuel replacement, retrieval, service calls, downtime, cleaning, administrative fees, or other costs, up to and including the full replacement value of the watercraft. All charges are final once the rental period begins and are not subject to chargeback.
- *Renter agrees to read all rules and ensure all participants sign the Release of Liability prior to operation. Renter is responsible for inspecting the watercraft and equipment before boarding and must note any damage or missing items at that time. The watercraft must be returned in the same condition as received, ordinary wear excepted. Failure to note damage prior to departure constitutes acknowledgment that the watercraft and equipment were received in good condition.
- All riders and passengers must wear **U.S. Coast Guard-approved life jackets at all times** and maintain a lookout in ALL directions at ALL times. Operators must be **18 years of age or older** and possess a valid driver's license. Renter accepts full responsibility for the actions of all operators and passengers, whether authorized or not.
- ***Towing of any person, tube, skier, watercraft, or object is strictly prohibited.** Operating the watercraft under the influence of alcohol or drugs is strictly prohibited and **immediately voids all waivers and damage limitations**, making renter fully responsible for all damages, injuries, fines, and claims.
- Rental boundaries extend **4.3 miles downriver to the WHITE pipeline and upriver to Davis Dam; the lake has no boundaries.** If retrieval or service is required for any reason, renter agrees to a **minimum \$500.00 fee plus fuel and service costs**, with final determination at the sole discretion of Company staff.
- **DO NOT operate in less than three (3) feet of water.** Do not beach the watercraft; use anchor bags provided. Damage to the impeller, intake, or hull caused by shallow water, rocks, or sand is renter negligence and **not subject to dispute.**
- **48 Hour Cancellation Policy:** Cancellations made within 48 of scheduled rental time are non-refundable.
- Enter and exit launch areas at **IDLE SPEED ONLY** and with caution. If any problems arise, renter must **CALL AND RETURN IMMEDIATELY.** There are **NO REFUNDS, RAINCHECKS, OR CREDITS** for unused time, early return, weather, wind, water conditions, or renter discomfort.
- **Hoods cannot be repaired and must be replaced if damaged.** Renter is responsible for all replacement costs, labor, and associated downtime while the watercraft is unavailable for rent. *Sun River Jet Ski Rentals LLC* reserves the right to **terminate the rental at any time** for unsafe operation or rule violations, without refund.

Be aware of and agree to the following partial schedule of damage repair charges.

Fiberglass Damage..... \$80.00 per inch	Replace Hood..... \$500.00 and up	
Impeller Damage..... \$450.00 and up	Lost Lanyard..... \$25.00	Intls. <input style="width: 50px; height: 20px;" type="text"/>
Swamping..... \$500.00 and up	Downtime Charge.....\$100.00 per day	
Late Return Charge... \$2.00 per minute	Life Jacket..... \$75.00	
Mirrors..... \$150.00	Guages..... \$200.00	

Please read, understand, and agree to all items listed. I authorize my credit card to be charged for any damages, loss, or theft to the watercraft during the rental and/or until return and inspection. All listed charges are minimums and subject to additional parts (list price) and labor costs at \$85/hr.

Signature _____	Signature _____
Signature _____	Signature _____
Signature _____	Signature _____

YOU PAY FOR GAS

Sun River Jet Ski Rentals LLC

PERSONAL WATERCRAFT RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express Assumption of Risk Associated with use of rental of Personal Watercraft and Related Activities

I, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risk associated with motorized (e.g., jet ski) or non-motorized (e.g., kayak) and related water sport activities to which I am about to engage, including but not limited to:

- Changing waterflow, tides, currents, wave action, and ship's wakes;
- Collision with any of the following:
 - other participants, the watercraft, other watercraft, man made or natural objects, and shuttle boats
- Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- My sense of balance, physical condition, ability to operate equipment, swim and/or follow directions;
- Collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning;
- The presence of insects and marine life forms;
- Equipment failure or operator error;
- Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- Fatigue, chill and/or reaction time and increased risk of an accident

I specifically acknowledge that I have read, understand and agree to abide by the Personal Watercraft Operational instructions at all times and that I have been trained in the safe use of water sport equipment to my complete satisfaction, and i am physically and mentally able to participate in the water sport activities to which I am about to engage.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, i hereby agree as follows:

- 1) **To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.**

Sun River Jet Ski Rentals LLC

Owner (Company and/or individual)

Scheduled Personal Watercraft

- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities
- 3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set for in this agreement.

I hereby declare that I am of legal age and am competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I have read this agreement, understand it, and I agree to be bound by it.

_____ Signature of Adult Participant	<input type="text"/> Name of Adult Participant (Print)	<input type="text"/> Date
_____ Signature of parent if participant is a minor, and by their signature, they on my behalf release all claims that both they and I have	<input type="text"/> Name of Adult Participant (Print)	<input type="text"/> Date
	<input type="text"/> Name of Minor (Print)	<input type="text"/> Date


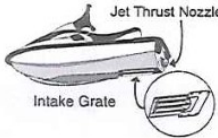


Additional Driver's: Print name Sign name _____
Print name Sign name _____

PWC Renter Orientation Checklist

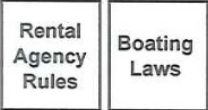


Protective Clothing/Equipment for Operators and Passengers		
_____ Renter Initials		<p>Wear PFD and Other Protective Clothing/Equipment</p> <ul style="list-style-type: none"> • You must wear an appropriate personal flotation device (PFD) at all times. • Wear a wet-suit (or wet suit bottom) while operating the PWC. Normal swimwear does not adequately protect against forceful water entry into rectum or vagina. Severe internal injuries can occur if water is forced into body cavities as a result of falling into water or being near jet thrust nozzle. • Additional protective equipment (such as footwear, eyewear) may be needed.
PWC Controls		
_____ Renter Initials		<p>Keep Lanyard Attached</p> <ul style="list-style-type: none"> • Securely attach engine shut-off cord (lanyard) to your wrist or PFD (as directed) and wear it at all times. Then, if you fall off the PWC, the engine will stop.
_____ Renter Initials		<p>Know How to Start and Stop the Engine</p> <ul style="list-style-type: none"> • To start the engine, be sure that the lanyard is attached and push the start button. • To stop the engine, push the stop button. Stopping the engine <u>will not</u> stop the forward motion of the PWC and <u>will</u> result in loss of steering.
_____ Renter Initials		<p>Know Operational Controls</p> <ul style="list-style-type: none"> • The throttle controls your speed. Apply the throttle lever on the handle to accelerate and release it to slow down. • The handlebars move the jet thrust nozzle directing thrust in different directions to steer the PWC. <u>Without thrust, you cannot steer the PWC.</u>
Avoid Collisions—Most PWC Injuries and Deaths Result from Collisions		
_____ Renter Initials		<p>Do Not Release Throttle when Trying to Steer</p> <ul style="list-style-type: none"> • <u>You need throttle to steer.</u> <p>Take Early Action to Avoid Collisions</p> <ul style="list-style-type: none"> • Remember, PWCs and other boats <u>do not have brakes.</u>
_____ Renter Initials		<p>Scan Constantly</p> <ul style="list-style-type: none"> • Scan constantly for people, objects and other watercraft. • Be alert for conditions that limit your visibility or block your vision of others.
_____ Renter Initials		<p>Operate Defensively</p> <ul style="list-style-type: none"> • Operate at safe speeds. • Keep a safe distance away from people, objects and other boats (including PWCs). • Do not follow directly behind PWCs or other boats. • Do not go near others to spray or splash them with water. • Avoid sharp turns and other maneuvers that make it difficult for others to avoid colliding with you or that make it difficult for others to understand where you are going.

(continued)

Other Hazards

Renter Initials		<p>Avoid Aggressive Maneuvers</p> <ul style="list-style-type: none"> • This is a high-performance boat—it is not a toy. • Ride within your limits and avoid aggressive maneuvers to reduce the risk of loss of control, ejection, and collision. • Sharp turns or jumping wakes or waves can increase the risk of back/spinal injury (paralysis), facial injuries, and broken legs, ankles or other bones • Do not jump wakes or waves.
Renter Initials		<p>Keep Away from Intake Grate</p> <ul style="list-style-type: none"> • Items such as long hair, loose clothing, or PFD straps can become entangled in moving parts resulting in severe injury or drowning.
Renter Initials		<p>Do Not Apply Throttle when Anyone is at the Rear of the PWC</p> <ul style="list-style-type: none"> • Do not apply the throttle when anyone is standing or swimming toward the rear of the PWC. Water and/or debris exiting jet thrust nozzle can cause serious injury.
Renter Initials		<p>Know How to Right the PWC in Open Water</p> <ul style="list-style-type: none"> • If you capsize in open water, swim to the rear of the PWC and turn it upright—be sure to turn it in the proper direction. Then, board from the rear.

Other Rules and Safety Information that May Apply to Your Situation

Renter Initials		<p>Follow Rental Agency Rules and Boating Laws</p> <ul style="list-style-type: none"> • Review all rental agency rules and applicable boating laws. • Do not overload PWC. Do not tow unless the PWC is designed and equipped for towing. Know and follow all State requirements related to towing.
Renter Initials		<p>Know the Waters</p> <ul style="list-style-type: none"> • Know the area in which you will be operating and observe all navigational markers and signs.
Renter Initials		<p>Follow the Additional PWC Warnings and Instructions that May Apply</p> <ul style="list-style-type: none"> • Depending on the circumstances, the Owner's Manual and product labels may have relevant information not covered in this basic orientation.

Final Check

Renter Initials	<p>READY AND ABLE ?</p>	<ul style="list-style-type: none"> • Do you understand that you should scan constantly, operate defensively and avoid aggressive maneuvers? • Do you understand that PWCs do not have brakes? • Do you understand that you should <u>not</u> release the throttle when you are trying to steer away from people, objects and other boats (including PWCs)? • Do you have any questions about the PWC or its operation?
--------------------	------------------------------------	--

I have been instructed on and understand the rules and information provided in this orientation.

Signature of PWC Renter	Signature of PWC Rental Agency Employee	<input type="text"/>
<input type="text"/>	<input type="text"/>	Date
Print Name	Print Name	

Sun River Jet Ski Rentals — Pre Use Checklist

Name: Ski #
 Time Out: Time In:
 Number of Life Jackets:

Listen carefully and read!!!

1. Lanyard, fire extinguisher, and controls - location and use.
2. Steering - engine must be running when you apply throttle.
3. Reboarding and up righting within time limits.
4. DO NOT start in less than 3 feet of water.
5. Avoid any obstacles and shallow areas - keep your distance of 300 feet from anyone.
6. Approach beaches and docks with care. Don't approach pick up area until waived in.
7. Immediately return with any problems or call **928-278-4279**
8. Yield to the right of way, note 5 mile an hour "no wake zones".
9. Look before turning
10. NO wake jumping. NO splashing. You will be asked to leave with no refund.
11. BE CAUTIOUS at all times. If you damage our ski, you pay for the damages at the time of return. If you have time left you lose the time with no refund.
12. Please note all damages that you see. This is your watercraft. You want To be sure you know what a stainless prop is, ask to look at it. You will Be charged if you return with scratches or nicks or any damage to the Prop and or Hull
13. Do you understand?
14. Your return time is Date: Time: am or pm

I/WE understand we are responsible for any and all damages to the equipment. I understand the rules and regulations and have checked off our rented jet skis And equipment. Each of the undersigned acknowledges that they understand and have received instruction and information regarding the safety and use of our watercraft.

1. 2.

Watercraft # 1

IMPEL



Watercraft # 2

IMPEL

