



BOAT & JET SKI RENTAL AGREEMENT, RELEASE & INDEMNIFICATION

DATE: _____

RENTER INFORMATION

NAME: _____

PHONE: _____ EMAIL: _____

DRIVERS LICENSE: _____ STATE ISSUED: _____ EXP: _____

RENTAL UNITS:

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, LC POWERSPORTS & MARINE ("pontoon/jet ski owner") agrees to rent the pontoon/jet ski listed below to renter (identified above) for the time specified and subject to all terms and conditions set forth below.

____ 1. The renter, who has rented the pontoon/jet ski on the date(s) of _____ will not hold LC POWERSPORTS & MARINE, or Rob & Dana Smith (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 pontoon/jet ski, the dock, or land connected to dock.

____ 2. Release & Waiver of Claims. Renter does hereby remise, release, and forever discharge pontoon/jet ski owner, pontoon/jet ski owner's agents, servants, successors, heirs, executors, administrators, and personal representatives, of and from all, and all manner of, actions, cause of action, suits, proceedings, debts, dues, contracts, judgements, 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 pontoon/jet ski; or in any way arising out of the rental relations between renter and pontoon/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.

Accommodation will be attempted by LC POWERSPORTS & MARINE to fix any issues and allow

5. I, _____, have been explained how to run the pontoon/jet ski, start the pontoon/jet ski, locate and monitor fuel, how to refuel, how to monitor battery, how to park and how to moore.
6. I, _____, have been shown the emergency devices; the fire extinguisher, throwing cushions, and life vests. I have also been shown the Michigan Vessel certification card that I will need to produce if a Missaukee County Marine Officer should stop me on the lake.
7. I, _____, understand that I am also fully financially responsible if I damage any pontoon/jet skis, watercrafts, 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 6 must wear a life jacket at all times while on the pontoon/jet ski. All persons must wear life jackets while swimming from the pontoon/jet ski.
9. _____, I understand that if I break any of the rules outline in the manual, I will immediately forfeit the remainder of my stay on the pontoon/jet ski 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 damage while operating and renting the pontoon/jet ski from LC POWERSPORTS & MARINE.

INDEMNIFICATION; Renter hereby expressly agrees to indemnify and hold harmless pontoon/jet ski owner, pontoon/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 renters use, misuse and abuse of the pontoon/jet ski.

GOVERNING LAW; This agreement is governed, construed, and administered according to the laws of Michigan, 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 Michigan or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Michigan.

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 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 the agreement and no others.

Renter's Signature

Date