

III RENTAL AGREEMENT

I, the undersigned Renter, hereby rents from 2020 Rentals, (“Outfitter”) two (2) Sea-Doo Spark Jet Skis (“Vehicles”) and the related equipment for a limited period of time, upon the following terms and conditions.

In consideration of Outfitter’s reliance hereon and for being allowed to rent, ride on and utilize the above watercraft (“Vehicles”) pursuant to this Rental Agreement (“Agreement”), I (“Renter”) agree to assume all risks, waive all claims, release all liability, indemnify, defend and hold the Outfitter harmless to the fullest extent allowed by law.

1. FEES AND EXPENSES. *I understand and agree that:*

- a. I will be required to secure my reservation by providing a \$1,000 Damage Deposit on a credit card.
- b. The daily rental rate is \$650 for two Jet skis.
- c. I will be charged for any lost, damaged, or stolen equipment loaned to me by 2020Rentals immediately upon the return of the damaged equipment.
- d. I agree to pay for the loss of use of any Vehicle at the full day rental for each day from the date of damage until the subject Vehicle is repaired and/or replaced in rental service, not to exceed 21 days.
- e. **ANY AND ALL DAMAGE AND/OR LOSS SUSTAINED TO THE VEHICLES DURING THE RENTAL PERIOD IS MY RESPONSIBILITY AND IS TO BE PAID FOR BY ME, THE RENTER.**

2. DRIVERS RULES. *I understand and agree that:*

- a. I agree that only the persons identified in the Agreement as Drivers (“Drivers”) will operate the Vehicles. No person under the age of 18 will be permitted to drive the Vehicles under any circumstances.
- b. Drivers have valid driver’s licenses, are at least 18 years of age or older, and can legally operate Vehicles as part of this Agreement.
- c. Drivers will only carry passengers under the age of 18 (“Minor Passengers”) if Drivers are at least 25 years of age and are the Parent or Legal Guardian of the Minor Passenger.
- d. Drivers will wear Safety Gear when operating or riding on the Vehicles.
- e. Drivers will not and have not consumed alcohol, drugs or ingested any substances that could adversely affect their ability to safely and successfully operate the Vehicles.
- f. Drivers will not carry any passengers who have consumed alcohol, drugs, or ingested any substance that could adversely affect their ability to safely and successfully ride on the Vehicles.
- g. Drivers will operate the Vehicles only in areas legal by state and local law.
- h. Drivers will only carry the number of passengers for which the Vehicles are designed.
- i. Drivers must follow all rules of the location they visit. Infractions will be the responsibility of the Renter, including, but not limited to, moving violations, parking tickets, etc.
- j. Drivers may **NOT** use or permit the Vehicles to be used: 1) by anyone other than authorized Drivers; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest; 5) for conduct that could be charged as a crime, such as a felony or misdemeanor, including the transportation of a controlled substance or contraband; 6) recklessly; 7) while overloaded; 8) in violation of any applicable law; or 9) not in accordance with the operating manual of the Vehicle.

k. Drivers may **NOT** operate the Vehicles while using a hand-held wireless communication device or other devices that are capable of receiving or transmitting telephonic communications, electronic data, mail or text message.

l. **I WILL NOT BEACH THE VEHICLES AND WILL ONLY START THEM IN WATER THAT IS THREE FEET (36") DEEP OR MORE. FAILING TO DO SO MAY RESULT IN SUCKING ROCKS, SAND, SEAWEED AND/OR OTHER DEBRI INTO THE IMPELLER AND/OR MOTOR AND CAN RENDER THE VEHICLE INOPERABLE AND REQUIRE COSTLY REPAIRS THAT I ACKNOWLEDE AND AGREE THAT I WILL BE CHARGED FOR.**

3. **PASSENGER RULES.** *I understand and agree that:*

a. Minor Passengers must be accompanied by a Parent or Legal Guardian over the age of 25.

b. Passengers will wear Safety Gear when riding on the Vehicles.

c. Passengers will not consume alcohol, drugs or ingest any substance that could adversely affect their ability to safely and successfully ride on the Vehicles.

Initials _____

4. **SAFETY GEAR STATEMENT AND RELEASE.** *I understand and agree that:*

a. Life vests will be worn by all Drivers and Passengers at all times while Vehicles are in use.

b. Outfitter has stressed the requirement to wear Safety Gear.

c. Although wearing Safety Gear reduces the risk of injury, it does not in any way, guarantee safety.

d. All Safety Gear loaned or rented by 2020 Rentals will be returned in the same condition it was in upon check - out. I will be charged for lost, stolen or damaged Safety Gear.

5. **RESPONSIBILITY FOR LOSS OR DAMAGE.** *I understand and agree that:*

a. Should any person operate the Vehicles or equipment in such a manner that result in theft, loss or damage to the Vehicles or equipment, **I AGREE TO BE PERSONALLY LIABLE AND FINANCIALLY RESPONSIBLE FOR ALL SUCH LOSS AND/OR DAMAGE.**

b. I agree to pay for the loss of use of any Vehicle at the full day rental for each day from the date of damage until the subject Vehicle is repaired and/or replaced in rental service, not to exceed 21 days.

6. **DAMAGES – CHECK-IN AND CHECK-OUT.** *I understand and agree that:*

a. I will check-in (return) the Vehicles in the **EXACT** same condition they were in upon check-out (pickup).

b. **ANY AND ALL DAMAGE AND/OR LOSS SUSTAINED TO THE VEHICLES DURING THE RENTAL PERIOD IS MY RESPONSIBILITY AND IS TO BE PAID FOR BY ME, THE RENTER IMMEDIATELY UPON RETURN.**

c. If the Vehicles are too dirty to assess full condition upon check-in, renter will allow outfitter time for the vehicle to be fully inspected again after they have been thoroughly cleaned by Outfitter. If damage is found after this is performed, these charges will be applied and paid for in full by me, the Renter.

d. **I AM RESPONSIBLE FOR ALL DAMAGE TO THE VEHICLES, INCLUDING BUT NOT LIMITED TO, DAMAGE CAUSE BY WEATHER, ACTS OF GOD, OR WATER/TERRAIN CONDITIONS.**

e. **AT NO TIME WHILE IN MY POSSESSION ARE THE VEHICLES PERMITTED TO BE TOWED OR TIED TO A BOAT THAT IS NOT ANCHORED. I UNDERSTAND THAT**

TOWING AND/OR TYING THE VEHICLES TO A BOAT IN MOTION CAN CAUSE MAJOR DAMAGE TO THE VEHICLES AND I WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGE SUCH ACTION COULD CAUSE.

Initials _____

7. VEHICLE RENTAL SCHEDULE. *I understand and agree that:*

- a. Check-out time is no earlier than reservation time on specific check-out date.
- b. Check-in time is no later than reservation time on specified check-in date.
- c. I am aware that there is no coverage outside of the designated ride time and I am aware that the Vehicles' movement is being monitored 24 hours a day. I am also aware that I can be subject to punishment for operating the Vehicles outside of the designated ride time.
- d. There are no refunds or discounts if I am late to pick up the Vehicles.
- e. I will be charged a late fee if the Vehicles are brought back late based on the following breakdown. 1 dollar per minute. After 2 hours Full next day Rental fee Applies.
- f. Outfitter will take legal action and seek all remedies available if the Vehicles are over 24 hours later than the specified check-in date.

8. REFUND POLICY. *I understand and agree that:*

- a. If weather adversely affects my ability to utilize the Vehicles, Outfitter is under no obligation to issue a refund or discount.
- b. If a Vehicle fails, I am **REQUIRED** to contact Outfitter immediately. Failure to make contact will delay or forfeit any possible refund. **I AM NOT ENTITLED TO A REFUND OR DISCOUNT IF THE VEHICLE FAILURE IS A RESULT OF MY ACTIONS OR THE ACTIONS OF SOMEONE IN MY PARTY.**
- c. If I am not satisfied with the overall rental experience, Outfitter is in no way responsible and under no obligation to issue any refunds.
- d. If I get injured during the rental period and am unable to continue my rental experience for the rental time already purchased, Outfitter is not responsible and under no obligation to issue any refunds.

Initials _____

9. NON-TAMPER AGREEMENT. *I understand and agree that:*

- a. Any Vehicles supplied by Outfitter are properly maintained and adjusted for reliable and safe operation. All adjustments and maintenance are to be performed by individuals approved by Outfitter **ONLY**. Failure to comply with these rules will result in full or partial forfeiture of my security deposit of the Vehicles.
- b. If at any time, I feel something is out of adjustment or needs attention in any way, the Vehicle is to be returned to the rental facility where it can be attended to by individuals approved by Outfitter. I am aware that I am not permitted to tamper with the Vehicles in any way. I am aware that doing so will be a violation of this Rental Agreement and can be subject to punishment, including but not limited to, an additional \$500 charge.

10. MISCELLANEOUS. *I understand and agree that:*

- a. Outfitter may repossess the Vehicles at my expense without notice if the Vehicles are abandoned or used in violation of the law or this Agreement.

- b. This Agreement is completely voluntary as is riding the Vehicles. At no time is anyone in my party, including myself, required to participate in any activity they are not comfortable with.
- c. Rental Rate does not guarantee a certain amount of riding time which may be limited due to distance to the lake, traffic on the lake and/or other circumstances beyond the Outfitter's control.
- d. I release the Outfitter from all claims for loss of, or damage to, my personal property or that of any other person, that is received, handled, stored, carried on, or left on the Vehicles, whether or not the loss or damage was caused by Outfitter's negligence or was otherwise the Outfitter's responsibility.
- e. No term of this Agreement can be waived or modified except in writing that the Outfitter has signed.

11. ASSUMPTION OF RISK. *I understand and agree that:*

THIS TYPE OF RECREATIONAL ACTIVITY IS INHERENTLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DAMAGE, PROPERTY DAMAGE OR DEATH. SUCH THREATS INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF VEHICLE CONTROL, COLLISIONS, MECHANICAL FAILURE, MY OWN NEGLIGENT ACT, THE NEGLIGENT ACTS OF OTHERS AND POTENTIAL NEGLIGENCE OF THE OUTFITTER, INCLUDING THE FAILURE TO ADEQUATELY SCREEN, TRAIN, WARN OR OTHERWISE PROTECT ME FROM THESE AND OTHER RISKS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE OUTFITTER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE OUTFITTER. I ACKNOWLEDGE THAT THE OUTFITTER PROVIDES NO INSURANCE OF ANY KIND. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL LIABILITY FOR THE LOSS OR DAMAGE TO ANY VEHICLE OR OTHER EQUIPMENT OBTAINED FROM THE OUTFITTER; FOR DEATH OR INJURY TO ANY PERSON OR PROPERTY, INCLUDING MYSELF AND ANY MINOR PASSENGERS, AND FOR ALL RISKS AND LIABILITIES ARISING FROM THE USE, CONDITION AND POSSESSION OF THE VEHICLES AND ANY EQUIPMENT RECEIVED OR OBTAINED FROM THE OUTFITTER. I HAVE RECEIVED APPROPRIATE AND THOROUGH SAFETY INSTRUCTIONS AND A VEHICLE REVIEW INCLUDING HANDLING, SAFETY FEATURES, RISK, HAZARDS, INSTRUCTIONS AND WARNINGS, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OUTFITTER OR OTHERWISE. I AM COMFORTABLE AND CONFIDENT IN MY ABILITY AND KNOWLEDGE TO HANDLE THE VEHICLES IN ACCORDANCE WITH THE SAFETY TRAININGS PROVIDED AND IF I HAVE ANY QUESTIONS, I WILL ASK BEFORE RIDING.

12. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Outfitter, and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releases"), on account of injury, disability, death, or property damage arising out of or attributable to my participation and any Minor Passengers' participation in the use of the Vehicles, whether arising out of the ordinary negligence of the Outfitter or any Releasees or otherwise. I covenant not to make or bring any such claim against the Outfitter or any other Releasee, and forever release and discharge the Outfitter and all other Releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful misconduct, or any other liabilities that Colorado law does not permit to be released by agreement.

Initials _____

13. INDEMNIFICATION. *I understand and agree that:*

By signing below, I shall indemnify, defend, protect and hold harmless the Outfitter from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Section 13, by myself, my personal representatives, my heirs, or my next of kin in the event of the death of or injury to any person or damage to any property whatsoever arising from my participation in this Agreement. This includes in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the Vehicles or any other equipment received or obtained by the Outfitter. I, the undersigned, likewise shall indemnify the Outfitter against any losses, costs or expenses, including attorney's fees, resulting from a breach of this agreement.

14. MISCELLANEOUS. This Agreement constitutes the sole and entire agreement of the Outfitter and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Outfitter and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Denver, Colorado, and I hereby consent to the exclusive jurisdiction of such courts.

I, the undersigned, certify that I have read this entire Agreement carefully prior to signing it. I understand, acknowledge and agree to all the terms and contents of this Agreement entirely. I execute it voluntarily in good faith and with full knowledge of its significance.

Signature

Date

Printed Name

DATE(S) OF RENTAL: _____

DRIVER'S NAME: _____ DATE OF BIRTH: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NO.: _____ EMAIL: _____

DRIVER'S LICENSE STATE: _____ DRIVER'S LICENSE NO.: _____

SIGNATURE: _____ DATE: _____

DRIVER'S NAME: _____ DATE OF BIRTH: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NO.: _____ EMAIL: _____

DRIVER'S LICENSE STATE: _____ DRIVER'S LICENSE NO.: _____

SIGNATURE: _____ DATE: _____

DRIVER'S NAME: _____ DATE OF BIRTH: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NO.: _____ EMAIL: _____

DRIVER'S LICENSE STATE: _____ DRIVER'S LICENSE NO.: _____

SIGNATURE: _____ DATE: _____

PASSENGER'S NAME: _____

PASSENGER'S NAME: _____

PASSENGER'S NAME: _____

PASSENGER'S NAME: _____

MINOR PASSENGER ONLY

PARENT/LEGAL GUARDIAN NAME: _____ DATE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____

PARENT/LEGAL GUARDIAN NAME: _____ DATE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____

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