

Belleville Water Sports

JET SKI RENTAL WAIVER & RELEASE of LIABILITY

ASSUMPTION OF RISK and INDEMNITY

Guest Name: _____

For and consideration of electing and being allowed to participate in certain recreational activities including Jet Ski and boat Rentals at GO JET SKI RENTALS, the above named guest ("Guest") and guest's parent or guardian (if guest is a minor) does hereby (i) acknowledge the danger and assume the risk of participating in the activities; and (ii) expressly and forever waive and release any and all claims, proceedings, or actions for personal injury, death, or any loss or damage whatsoever (the "damages") that Guest may suffer arising out of or in connection with Guest's participation in the activities, and Guest further releases and agrees to hold harmless to each of their affiliates, parents, subsidiaries, shareholders, officers and directors, agents, employees, predecessors, and the heirs, successors, and assigns of each of them from any and all liability for damages to Guest or Guest's heirs and successors arising out of Guest's participating in any activities. Guest also accepts financial responsibility for the loss of or damage to any equipment used by guest. Guest further acknowledges that the activities are provided by GO JET SKI RENTALS or its agents, and that any controversy arising in connection with this Waiver and Release or the participation.

Check One: _____ Guest is 21 years old or over; Guest represents that Guest is in good physical condition and knows of no reason why he or she should not participate in Guest's chosen Activities. Only guests 21 years old or over with a valid driver's license may operate Jet Ski's. Only guests 21 years old or over with a valid driver's license may operate Jet Ski's.

NOTICE: By executing this WAIVER AND RELEASE, Guest agrees to abide by all of the rules relating to the activities (including, without limitations, those on the reverse side of this WAIVER AND RELEASE), and Guest acknowledges that Guest may be relinquishing valuable legal rights. Execution of this form shall be conclusive evidence that Guest has read and understands this form (including the WAIVER AND RELEASE, JET SKI RENTAL AGREEMENT) in its entirety and intends to be bound by its terms.

Signature of Guest: _____ Date: _____

Witness: _____ Date: _____

GO Jet Ski Rental Agreement

MUST BE AT LEAST 21 YEARS OF AGE, A VALID DRIVERS LICENSE AND CREDIT CARD IMPRINT SECURITY DEPOSIT OF \$250 THAT IS REFUNDABLE WITH NO DAMAGES OR VIOLATION OF RULES AND REGULATIONS

The undersigned hereby rent the following described Jet Ski for a limited period of time, upon the following Rules and Regulations and agree to the WAIVER and RELEASE.

Rented to Name: _____

Date: _____ **Phone #:** _____

Address: _____

Passenger Name 1: _____

Passenger Name 2: _____

Passenger Name 3: _____

Passenger Name 4: _____

NO WARRANTY-INHERENTLY DANGEROUS ACTIVITY-NO INSURANCE PROVIDED

I am aware that riding an Jet Ski involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, coral, reef, sand or natural objects; shells, floating objects and waves about the water surface; changes or variations in the sun, clouds, wind and or rain or water surface which may create blind spots or reduced visibility; impact or collision with other Jet skis, vessels or persons. We make NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety or drive ability or fitness for any particular purpose of any Jet Ski covered by this agreement. The above signed hereby acknowledge that riding Jet Ski's in the Bahamas is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. You are strongly encouraged to have medical insurance prior to engaging in this activity. Registered 21+ Driver with license must drive, ie Children may not drive Jet Skis. **Failure to follow these policies, rules and regulations will result in removal of Jet Ski with no refunds. Customer shall be liable for any loss of equipment, equipment value**

JET SKI RENTAL RULES and REGULATIONS

1. Only adult riders and passengers 21 and older who have signed the WAIVER and RELEASE shall operate the Jet Ski.
2. A life vest- floatation device must be worn at all times.
3. No alcohol or drug consumption at any time during Jet Ski rental.
4. Do not operate any Jet Ski or other vessel in any manner other than with both hands on the steering apparatus, both feet on the ski and sitting in the seat.
5. Do not carry persons or equipment on your Jet Ski. ONLY TWO PERSONS PER JET SKI ALLOWED. NO RIDING TRIPLE ON Jet Ski's. 500# total weight limit. Only registered passengers are allowed on the Jet Ski and No passengers under 21 are allowed on the Jet Ski at any time.
6. Ride at your current skill level, Do not push your limit, be careful and practice Safety.
7. Do not make sharp turns. Turn gradually while turning. Do not jump waves or cause the Jet Ski to leave the water.
8. Do not rise in the water or run the Jet Ski up on the beach. This damages the machine.
9. Do not drive the Jet Ski within 500 feet of guest swimming and beach areas, docks or near snorkelers, divers or other vessels. Do not attempt to splash or spray another person.
10. Any Jet Ski rollover requires a minimum inspection \$50 payment. NO Exceptions!
11. Do not participate in any race or other contest involving Jet Ski's or other vessels
12. Be aware of other drivers and vessels. Do not drive too close to other vessels.
13. Do not park and leave vessel or equipment or keys unattended.
14. Anyone not following these rules or directions from your rental attendant or who is caught speeding will be escorted back to registration and your riding time and tour will be forfeited with NO REFUNDS.
15. Jet Skis are to be returned on time or additional fees will be assessed.
16. There are no refunds for early returns. Overtime charges are \$2 per minute. If Jet Ski must be ungrounded, raised or towed renter is responsible for all charges.
17. You may only operate the Jet Ski within the 1 mile radius area designated by the rental agent.
18. The watercraft you are renting will come full of fuel and oil. It is the User's responsibility to keep it full thereafter. The watercraft must be returned 75% or 3/4 full of gas or the User will pay a \$30 fuel fee.
19. Violation of any of these rules and regulations will result in forfeiture of your full \$250 deposit.

324.44522 Rental of personal watercraft; prohibition; certification required; rental agreement; contents; validity; liability; violation of subsection (1) or (2) as misdemeanor; impoundment.

Sec. 44522. (1) A boat livery shall not rent a personal watercraft to any of the following:

(a) A person who is under 14 years of age.

(b) A person who does not display to the boat livery owner or the owner's agent, if it is required under part 802, a boating safety certificate that is issued by the department or the United States Coast Guard Auxiliary or an electronic copy, in a format approved by the department of such a boating safety certificate, unless the individual obtains training in the safe use of a personal watercraft from the boat livery before the personal watercraft is rented. The department shall provide to boat livers guidelines for the training required under this subdivision.

(2) A person who rents a personal watercraft from a boat livery shall not permit an individual to operate the personal watercraft if the individual has not obtained a boating safety certificate as required under part 802.

(3) A boat livery shall provide a copy of the written rental agreement to each individual who rents a personal watercraft from the boat livery and who has obtained the training required under subsection (1). The written rental agreement shall include all of the following information:

(a) The name of the person who rents a personal watercraft from the boat livery.

(b) The date or dates of the rental.

(4) The written rental agreement described under subsection (3) is a valid boating safety certificate under part 802 only for the person named in the certificate on the date or dates of the rental of the personal watercraft.

(5) A person who rents a personal watercraft from a boat livery is liable for any injury resulting from the negligent operation of the personal watercraft, whether the negligence consists of a violation of the statutes of this state, or the failure to observe the ordinary care in operation required by the common law. If the personal watercraft is operated by an individual other than the person who rents the personal watercraft, the person who rents the personal watercraft is not liable under this subsection unless the personal watercraft is being operated with his or her expressed or implied consent. It is rebuttably presumed that the personal watercraft is being operated with the consent of the person if it is operated by his or her son, daughter, spouse, father, mother, brother, sister, or other immediate member of the person's family.

(6) A person who violates subsection (1) or (2) is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days or a fine of not less than \$100.00 or more than \$500.00, or both. A person who violates subsection (1) or (2) twice within a 3-year period is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$1,000.00, or both. A person who violates subsection (1) or (2) 3 or more times within a 5-year period is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$2,000.00, or both.

(7) In addition to any penalty imposed under subsection (6), upon a person's second or subsequent violation of subsection (1), the court may issue an order impounding the personal watercraft that was rented in violation of subsection (1) for not more than 1 year. The cost of storage for an impoundment ordered under this subsection shall be paid by the owner of the personal watercraft.

History: Add. 1995, Act 57, Imd. Eff. May 24, 1995;—Am. 1998, Act 262, Eff. Mar. 23, 1999;—Am. 2012, Act 294, Imd. Eff. Aug. 1, 2012;—Am. 2018, Act 400, Eff. Mar. 19, 2019.

Popular name: Act 451

Popular name: NREPA

I agree to be personally liable and financially responsible for all loss of and of and damage caused to any Jet Ski, other vessel or equipment covered by this agreement. I AGREE TO PAY FOR ALL SUCH LOSS OR DAMAGE. I also agree to pay for the loss of use of any Jet Ski or other vehicle covered by this agreement damaged by myself at the rate of \$100 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. I hereby authorize to charge my credit card account provided as part of this transaction for any rental or damages I may incur.

I have read, reviewed and understand designated and trained by the rental agent.

Date: _____ Signature of Guest: _____

Date: _____ Witness: _____



Name: _____

Email: _____

Emergency Contact: _____

Signature: _____

I acknowledge that I have read and understand all of terms and conditions of this agreement and that I am voluntarily waiving substantial legal rights (on my behalf and on the behalf of my heirs, executors, administrators, successors and assigns, including the right to sue the company and the releases). I have read this form and am signing this voluntarily.