



### Details of this Agreement

In consideration of the agreement, Lessor/Agent does lease to the undersigned (hereafter referred to as Lessee) The pontoon watercraft along with the equipment listed on this contract. The Lessee also certifies that he/she has read and understands the following;

1. No person or persons may operate leased Pontoon Watercraft without signing this form as part of the rental agreement.
2. No person under the age of 18 is allowed to operate leased Pontoon Watercraft at anytime.
3. No person shall operate leased Pontoon Watercraft while under the influence of drugs or alcohol
4. No more than the number of people posted on the watercraft are allowed to ride on the watercraft at one time .
5. Pontoon Watercraft is not to be operated between actual Sunset and Sunrise Eastern Standard Time. This is not discretionary.
6. Personal Flotation Devices (PFD's) are required to be worn by all passengers 12 and under while riding on the watercraft.
7. Lessor/Agent has provided all authorized operators with safety and operational instructions.
8. Lessor/Agent has provided printed material explaining the applicable state boating rules and regulations, which includes common courtesies of operating watercraft.
9. Lessee has examined the watercraft and equipment and has found it to be acceptable for the purpose for which it is being leased. Any defects or damages will be noted by lessee on the back of this agreement.
10. Lessee will report any accident, malfunction or breakdown involving the leased watercraft to the Lessor/Agent as soon as possible. Time is of the essence.

### Acknowledgment and Acceptance of Risk

Lessee and operators that have signed this contract on page one of this two page agreement, also agree to the following terms and conditions:

Lessor/Agent's ability to provide a Pontoon Watercraft for lease is contingent upon and subject to the return of the watercraft by the previous lessee in proper operating condition or for causes beyond the Lessor/Agent's control.

Lessee acknowledges and accepts that the voluntary activity of operating the leased Pontoon Watercraft bears certain known risk and unanticipated risk which could result in injury to operators, passengers, spectators and third parties as a result of the operator's actions. Lessee agrees to indemnify and hold Lessor/Agent harmless of any and all loss, cost, damages, liability and attorneys fees associated in enforcing this contract. Lessee further agrees to indemnify and hold harmless the Lessor/Agent from and against any and all claims for loss of or damage to property or injury to persons (including death of a person) resulting from the use, operation or possession of leased Pontoon Watercraft. Lessee also agrees to hold harmless the Lessor/Agent for any loss or damage to Lessee's personal property carried in or on the leased Pontoon Watercraft, including loss caused by fire, water, theft or for any other cause whatsoever.

It is agreed and understood by lessee that Lessor/Agent shall not be held liable for damages, time lost caused by an accident, breakdown or malfunction of the leased Pontoon Watercraft as a result of improper handling of the Pontoon Watercraft.

In the event of a malfunction or a breakdown of the Pontoon Watercraft is discovered, Lessee will immediately report the same to the Lessor/Agent. Continued use of the watercraft that has known defects shall be entirely at the Lessee's risk and therefore assumes all liabilities of injury and damage to all persons and property that may be caused by continued use.

Lessor/Agent or Lessee reserves the right to cancel this rental agreement due to impending bad weather (rain or gale force winds) on the day of the watercraft reservation. Decisions to cancel can only be made within 24 hours of the reservation date. When reserving multiple days, rental fees will be prorated based on the time used, if returned early for bad weather.

By signing this contract, lessee and others approved on this contract, certifies that he/s he has read and understands said rules and regulations and ~~Lessor, Lake Murray Boat Rentals LLC~~ Lessee or guest obey the rules.

The terms and conditions of this contract contain the entire understanding between Lessee and Lessor/Agent and that no other representation verbal or written has been made which is not included in this lease agreement.

Lessor/Agent: Lake Murray Boat Rentals LLC

Lessee:

By \_\_\_\_\_

Print \_\_\_\_\_

Date: \_\_\_\_\_

x \_\_\_\_\_