

Renter to read and agree to entire document before signing

Definitions. The person who is renting and/or using a boat or personal water craft (PWC) shall be referred to hereinafter as "Lessee". "Released Parties" mean Fun in the Sun Boating LLC, and its/their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means renting and/or using a boat, personal watercraft, kayak, stand up paddleboard (SUP), tube, water ski(s), wakeboard, wake surf board, knee board, water mat, swim area and otherwise taking part in boating or the use of a personal water craft (PWC). The "vessel" is used it is referring to the boat(s) and/or PWC(s) rented by participant.

All Rules need to be agreed to in order to rent vessel(s) with Fun in the Sun Boating LLC. If all boxes are not initialed or signed prior to vessel rental Fun in the Sun Boating will not rent the vessel(s) and there will be no monies refunded to participant. To agree Initial each box labeled

INITIALS Vessel Rental General Policies:

- Life Jackets: All vessels must have at least one USCG-approved Type I, II, or III personal flotation device (PFD) otherwise known as life jacket for each person on board. Missouri law requires that all children under 7 years of age wear a USCG approved life jacket while on board any moving vessel. In addition, one Type IV USCG-approved personal flotation device (PFD) must be on board all boats (except vessels less than 16 feet long, including PWC or SUP) and readily accessible. Each person riding on a PWC must wear as USCG approved Type I, II, or III PFD that is properly fitted and fastened. All PFD's must be in good and serviceable condition and must be readily accessible. Person(s) being towed must wear a ski belt, ski jacket, or Type I, II, or III PFD that is properly fitted and fastened. Fun in the Sun Boating LLC will provide participant with the number of USCG-approved PFD's asked for. It is Lessee/Operator responsibility to ensure to ask for and receive the correct amount of suitable PFD's for activity and release Fun in the Sun Boating LLC of any liability as it pertains to this matter.
- Lessee/Operator must be at least 18 years of age and present valid driver's license to Fun in the Sun Boating LLC to operate vessel. Lessee/Operator born on or after January 1st, 1984 must have completed a boater education course approved by the Missouri Dept. of Public Safety before he/she may legally operate a motorized vessel on Missouri state waters. Boating licenses from other US States are proper substitutes and approved by Missouri Dept. of Public Safety.
- Lessee/Operator must obey all local, state, and federal boating laws.
- Lessee/Operator must move at "No Wake" idle speed within 100 feet of docks, shoreline, other water craft, and where "No Wake" buoys are located.
- Lessee/Operator must stay a minimum of 100 feet away from any other water vessel including other vessels rented by Lessee/Operator. Do not switch riders or drivers between vessels unless both vessels are each docked and tied up to dock properly.
- Lessee/Operator must provide a cell phone number to Fun in the Sun Boating LLC for contact between the rental staff and lessee/operator during use of rental boat and or PWC(s). Lessee is responsible for having a charged cell/mobile phone turned on and in an easily obtainable location on boat and/or BOAT(S) AND/OR PWC(S) at all times in order to communicate with Fun in the Sun Boating LLC employees.
- Absolutely no smoking on boat(s) and/or PWC(s).
- Consumption of any alcoholic beverages is prohibited by Lessee/Operator.
- Payment in full is required at time of reservation. (Refunds are available according to cancelation policy)
- Refund of deposit will be issued by Fun in the Sun Boating LLC discretion in the event of adverse weather, such as high wind and heavy rain.
- No person shall operate a personal watercraft on the waters after sunset or before sunrise.
- Lessee/Operator agrees not to "beach" the craft. Beaching the craft will result in a \$600 fine due to Fun in the Sun Boating LLC.
- There will be no refund, compensation, or adjustment in rental fee for late checkout or early returns. It is Lessee/Operator's responsibility to arrive at a minimum of 30 minutes prior to reservation in order to go out on time. Fun in the Sun Boating LLC will not make any adjustments, refunds, nor compensations due to Lessee/Operator's non-compliance on this matter.
- It is the Lessee/Operator responsibility to report any lost, broken, stolen, or damaged equipment to Fun in the Sun Boating LLC and will be subsequently charged for equipment.
- If rental equipment, rental boat(s), and/or PWC(s) are returned dirty there will be a \$100 cleaning fee accessed and charged to credit card on file for Lessee/Operator with Fun in the Sun Boating LLC. It is Fun in the Sun Boating LLC reserves the right to determine the cleanliness of rental vessel and/or equipment.
- Rental charges, rental time, and/or security deposit forfeiture may result from non-compliance with local, state, or federal law and/or Fun in the Sun Boating LLC staff direction or rules.
- A late fee of \$50 will be accessed for every 15 minutes the rental vessel is late. Lessee/Operator must contact Fun in the Sun Boating LLC and get approval for additional time to avoid late fee.
- It is the Lessee/Operator's responsibility to make sure their rental vessel does not run out of gas. If Fun in the Sun Boating LLC has to rescue vessel then there will be a service fee of \$120 per hour accessed to rental in addition to gas used by rescue boat and to refill rental vessel. Late fees will also be charged if applicable.
- A map of the lake is available to Lessee/Operator and some hazards are marked on this map. By participating in the activity the Lessee/Operator knowingly accepts that not all hazards are marked and known to Fun in the Sun Boating LLC. Therefore, by participating in the activity the Lessee/Operator knows they will be charged for any damages resulting from hazards marked or known/unknown to Fun in the Sun Boating LLC. Avoid any area of question.
- Do not run vessel in less than 10 feet of water
- Fun in the Sun Boating LLC shall not be held liable for any inconveniences of lost time caused by weather, accident, breakdown, malfunction of rental vessel or equipment, illness, or change in plans.
- No refund shall be issued to Lessee/Operator after leaving dock with rental vessel and/or equipment

I Agree

Initial

SIGN

PERSONAL WATERCRAFT AND/OR BOAT "VESSEL" RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I ("Lessee"), have voluntarily requested to engage in watersports activities with Fun in the Sun Boating LLC to rent or operate a personal watercraft ("BOAT(S) AND/OR PWC(S)") and/or to participate in BOAT(S) AND/OR PWC(S) or similar boating activities, and in consideration of being permitted to, for any purpose: a) enter any premises occupied by Fun in the Sun Boating LLC; b) rent and/or operate BOAT(S) AND/OR PWC(S), and/or; c) participate in BOAT(S) AND/OR PWC(S) or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

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Lessee agrees to RELEASE AND DISCHARGE Fun in the Sun Boating LLC, the owners and operators of the BOAT(S) AND/OR PWC(S) the owners and licensors of the premises occupied by Fun in the Sun Boating LLC and their respective servants, agents, employees, and officers (hereinafter referred to as "releasees")» from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by Fun in the Sun Boating LLC and/or my participation in any activities facilitated by Fun in the Sun Boating LLC. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

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Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by Fun in the Sun Boating LLC, whether or not these injuries or damages were caused by the releasees' negligence.

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Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by Fun in the Sun Boating LLC, my operation of a BOAT(S) AND/OR PWC(S) rented from or owned by Fun in the Sun Boating LLC, and/or my participation in any activities facilitated by Fun in the Sun Boating LLC. Lessee acknowledges all responsibility for the safe and proper operation of the BOAT(S) AND/OR PWC(S) and for the safety and welfare of other boaters and persons. It is agreed and understood by Lessee that Fun in the Sun Boating LLC and its directors, officers, shareholders, member, agents, employees, representative, successors and assigns shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the BOAT(S) AND/OR PWC(S). Lessee further agrees to indemnify and hold harmless Fun in the Sun Boating LLC and its directors, officers, shareholder, member, agents, employees, representative, successors and assigns from and against any and all claims or loss or damage to property or injuries to persons (including death) resulting through the use, operation or possession of the BOAT(S) AND/OR PWC(S). Lessee further agrees to release and hold Fun in the Sun Boating LLC and its respective directors, officers, shareholders, members, agents, employees, representative, successors and assigns harmless should loss or damage occur to any Lessee's personal property while carried in or on the BOAT(S) AND/OR PWC(S) or while in Fun in the Sun Boating LLC possession, including loss or damage caused by fire, water, theft and any cause whatsoever,

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Lessee ASSUMES THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, actual or alleged transmission of communicable disease such as COVID-19 whether due to the negligence of RELEASEES, my negligence, or any other reason or factor, while upon the premises, while operating a BOAT(S) AND/OR PWC(S) rented from or owned by Fun in the Sun Boating LLC, and/or while participating in any activities facilitated by Fun in the Sun Boating LLC.

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ACKNOWLEDGMENT OF RISKS. Lessee acknowledges that some, but not all, of the risks of participating in the watersport activity include: (1) changing water tides, currents, wave action and ships' wakes; (2) collision with any of the following: other participants' watercraft, other watercraft and manmade or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) Lessee sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions, decision-making ability; (5) collision, capsizing, sinking or other hazard which results in wetness, injury exposure to the elements, hypothermia, and/or drowning; (6) the presence of insects and marine wildlife; (7) equipment failure or operator error; (8) heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

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EXPRESS ASSUMPTION OR RISK AND RESPONSIBILITY. Lessee agrees to assume responsibility for all risks of the activity, whether identified above or not (EVEN THOSE RISKS OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). Lessee's participation in the activity is purely voluntary. Lessee assumes full responsibility for himself/herself and any of his/her minor children for whom he/she is responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result in any accident which may occur while Lessee participates in any activity involving a BOAT(S) AND/OR PWC(S) owned by Fun in the Sun Boating LLC. (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

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RELEASE OF LIABILITY. Lessee hereby releases Fun in the Sun Boating LLC, its principals, directors, officers, agents, employees and volunteers, their insurers, individually and each and every land owner, municipal and/or government agency upon whose property an activity is conducted ("owner") and their insurers, if any, (collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO LESSEE OR LESSEE'S MINOR CHILDREN AND OF OTHER PERSONS as a result of Lessee's participation in any activity EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING LESSEE).

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Lessee has carefully read the Agreement pertaining to the ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY. Those provisions are incorporated herein by reference as if set forth in full. LESSEE HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE HAS READ THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISIONS AND THAT HE/SHE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE/SHE IS WAIVING VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS THAT HE/SHE MAY HAVE AGAINST Fun in the Sun Boating LLC, AND ITS EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS and any officer of the company either individually or as a whole. Lessee enters into this Agreement for himself/herself and for any minor children for whom he/she is parent, legal guardian or otherwise responsible.

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LEGAL VENUE: For the privilege of renting this craft lessee agrees that all disputes will be decided in Miller County, Missouri either in small claims court or superior court if needed.

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DAMAGE DEPOSIT: In addition to the Rental Payment, Lessee shall pay a security deposit (See chart below) concurrently with the signing of this Agreement. Lessee shall also provide Lessor with a valid credit card. Damage deposit will be reimbursed to the Lessee once the Craft is returned to Lessor, less any expenses incurred to retrieve the Craft and/or to repair the Craft in the event any damage is caused to the Craft during the Rental Period. Should damages exceed the minimum security deposit listed below, Lessee agrees to allow credit card on file to be charged for the remaining amount. If amount exceeds credit limit available on card then Lessee shall make payment in full immediately via another method or upon Fun in the Sun Boating presentation of an itemized repair bill. This security deposit shall not bear interest.

Damage Deposits Below:

Personal Water Craft (PWC) - \$400.00

Pontoon/Tritoon - \$400.00

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I hereby voluntarily and of my own volition give Fun in the Sun Boating LLC the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that Fun in the Sun Boating LLC will conduct an estimate for repairs by a licensed repair company of their choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card on file with Fun in the Sun Boating LLC. I recognize that Fun in the Sun Boating LLC has a good faith basis for requiring this provision as it is the only way to protect them from me canceling my credit card or challenging the charges in the event of damages to the watercraft.

I Agree

LAW. Lessee agrees that he/she will operate the personal watercraft in accordance with Fun in the Sun Boating LLC Safety Rules and in accordance with all laws of Missouri, included but not limited to local, state and/or federal laws, rules and regulations. Lessee further agrees to personally pay any ticket, citation or suit arising from his/her use of the BOAT(S) AND/OR PWC(S) and agrees to operate the personal watercraft in a safe and law abiding manner.

I Agree

Fun in the Sun Boating LLC SAFETY RULES. Lessee shall familiarize himself/herself with all operating instructions for the BOAT(S) AND/OR PWC(S). Lessee shall assure that the personal watercraft is used in a safe manner utilizing the highest standard of care to avoid injuries and damage to the BOAT(S) AND/OR PWC(S) or other property. The BOAT(S) AND/OR PWC(S) shall not be used in connection with any action or use which might result in injury to person or damage to property. Lessee represents that he/she is familiar with the operation of the BOAT(S) AND/OR PWC(S) and that he/she has read and understands the Safety Rules and which are incorporated herein by reference and Lessee further agrees to comply and abide with each and every one of these Safety Rules.

I Agree

My participation in BOAT(S) AND/OR PWC(S) or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of BOAT(S) AND/OR PWC(S) and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

I Agree

My presence on the premises operated by Fun in the Sun Boating LLC and/or my participation in the BOAT(S) AND/OR PWC(S) or boating activities facilitated by Fun in the Sun Boating LLC exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, Fun in the Sun Boating LLC, and/or others.

I Agree

BOAT(S) AND/OR PWC(S) or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in BOAT(S) AND/OR PWC(S) or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

I Agree

I will NOT participate in any BOAT(S) AND/OR PWC(S) or boating activities while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of Fun in the Sun Boating LLC's staff applicable law enforcement to be impaired in any way I further agree that my rental will be immediately terminated and no refund will be provided.

I Agree

In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to Fun in the Sun Boating LLC. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.

I Agree

Fun in the Sun Boating LLC reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of Fun in the Sun Boating LLC.

I Agree

Fun in the Sun Boating LLC will provide me with oral instructions concerning the operation of the BOAT(S) AND/OR PWC(S) or other watercraft that I am renting from Fun in the Sun Boating LLC. I will not participate in BOAT(S) AND/OR PWC(S) or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions I Agree

When operating a BOAT(S) AND/OR PWC(S), I, the operator will allow sufficient time and distance to stop the vessel. I realize that riding a BOAT(S) AND/OR PWC(S) is not like driving a car and I will not participate in any BOAT(S) AND/OR PWC(S) or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

I Agree

BOAT(S) AND/OR PWC(S) and other jet-powered boats DO NOT STEER OR TURN WITHOUT PROPULSION. I understand that I must apply throttle to steer and turn the BOAT(S) AND/OR PWC(S). I will not participate in any BOAT(S) AND/OR PWC(S) or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept.

I Agree

I will have the opportunity to inspect the BOAT(S) AND/OR PWC(S) or other watercraft that I am renting from Fun in the Sun Boating LLC before I board the vessel. I will not participate in any BOAT(S) AND/OR PWC(S) or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection.

I Agree

I acknowledge that Fun in the Sun Boating LLC is not a manufacturer of the BOAT(S) AND/OR PWC(S)/boat that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the BOAT(S) AND/OR PWC(S)/boat. I Agree

I agree that I will not allow any other person to operate the vessel that I am renting from Fun in the Sun Boating LLC unless they have signed this waiver.

I Agree

I agree to return the vessel that I have rented from Fun in the Sun Boating LLC within the rental period that I negotiated. If I fail to return the vessel to Fun in the Sun Boating LLC for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.

I Agree

I understand that Fun in the Sun Boating LLC is not the only business offering BOAT(S) AND/OR PWC(S)/boat rentals in this geographical location and my decision to rent from them is MY choice.

I Agree

IT IS MY DUTY TO ASK Fun in the Sun Boating LLC TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY BOAT(S) AND/OR PWC(S) OR BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY Fun in the Sun Boating LLC

I Agree

I understand that I am liable for all damages and costs incurred as a result of my negligence including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE Fun in the Sun Boating LLC for these repairs and other costs. Any damage shall be billed at the actual cost to Fun in the Sun Boating LLC plus actual installation/repair costs billed to Fun in the Sun Boating LLC by repair facility as well as rental time lost due to damaged vessel being out of service.

I Agree

SIGNING BELOW CERTIFIES THE FOLLOWING:

I HAVE READ THE ABOVE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISION AND IN CONSIDERATION OF BEING PROVIDED WITH WATERSPORT RECREATIONAL PROPERTY OR SERVICES AND/OR BEING ALLOWED AS A PASSENGER ON A BOAT(S) AND/OR PWC(S) FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, I AGREE TO BE BOUND BY THE AFORESTATED PROVISIONS CONTAINED WITHIN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST Fun in the Sun Boating LLC, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS. I HAVE READ THE TERMS AND CONDITIONS OF THIS PERSONAL WATERCRAFT RENTAL AGREEMENT AND AGREE TO THEM. LESSEE IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF A CRAFT SUCH AS THE BOAT(S) AND/OR PWC(S) RENTED. LESSEE HAS READ THE RENTAL AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS AS SET FORTH.

Please select who will be participating...

Adult I Adult and Minor(s)

PRINT _____

PRINT _____

LESSEE _____

PARENT/GUARDIAN _____