

WATERCRAFT RENTAL



AGREEMENT

PARTIES TO THIS RENTAL AGREEMENT ARE:

POWERS LAKE BOAT RENTAL, LLC:

Powers Lake Boat Rental, LLC, located at
N1467 Powers Lake Road, Genoa City, Wisconsin 53128 in
Kenosha County Wisconsin (hereinafter referred to as PLBR)
agrees to rent the marine item or items described below (from
now on referred to collectively as craft), only upon the following
agreement, conditions and signed release by the Renter, whose
signature appears on pages three (3) & seven (7) below*.

*/S/ Signatures are legally binding under the Federal E-Sign Act.)

RENTER:

Name: _____

Address City State Zip: _____

Drivers License Number _____

Home Phone: _____ Cell Phone: _____

E-mail_ _ _ _ _

Credit card # _____

Expires: _____ CVS: _____

In consideration of the agreement herein, PLBR agrees to rent to the undersigned RENTER the craft and equipment. |

Estimated delivery window is between 9:00 AM and 7:00 PM unless stated here _____. A PLBR representative will phone to confirm a specific time on the day of delivery.

In the event, the craft is not returned at the time specified herein, said RENTER to pay for overtime at a rate of \$50 per half-hour.

N1467 Powers Lake Road, Genoa City, Wisconsin 53128

(www.Powerslakeboatrental.com)

Rental Watercrafts

- ☐ Lowe Pontoon
- ☐ Grumman Pontoon
- ☐ Ranger Pontoon
- ☐ Waverunner
- ☐ Kayak
- ☐ Paddle Board

RENTAL AGREEMENT

I ^e /w, _____; and _____ a...._agree to rent the above-checked craft.

☐ I/we have read this rental agreement and initialed all necessary paragraphs.

I/we have provided PLBR security deposit in the amount of _____ dollars by ☐

Check ☐ Cash ☐ Credit Card ☐ Debit Card

(4% Surcharge on Credit transactions. No surcharges for Debit Cards, Cash, or Check.)

Beginning rental date and time: _____ Return date and time: _____

Return pick-up time is 7:00 pm unless otherwise agreed upon in advance. _____

/SI /SI PLBR Representative* Primary RENTER Signature*

RENTER hereby releases and holds harmless PLBR from all liability, claims, demands, or causes of PLBR for any injury, disability, death, or loss or damage to person or property sustained by me; any adult passengers and/or minor children or passengers for who I/they am/are a parent, legal guardian, or otherwise responsible whether caused by the negligence of PLBR or otherwise. This includes any injury, disability, death, or loss or damage to person or property incurred as a result of hidden, latent, or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise, or train.

COVENANT NOT TO SUE - CAUTION! Read before signing

As part of the consideration for using the leased equipment, I, the RENTER, along with all passengers promise not to sue or make a claim against PLBR for any damage or loss suffered as a result of my participation in the rented activities. The intent of this rental agreement is to fully and completely release PLBR from all claims.

Initial: _____

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CONDITION OF BOAT AND MOTOR

PLBR states that to the best of its knowledge and belief, the craft and motor mentioned within are in a sound and safe condition and free of any known defects or faults that would affect its safe and reliable operation under normal use. PLBR further states that all required lifesaving and safety equipment are aboard the craft, in good order and condition at the time of delivery to the RENTER for this rent agreement.

Initial: _____

THE RENTER CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS RENTED; AND THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND WISCONSIN BOATING LAWS AND REGULATIONS.

Initial: ____

THE RENTER AGREES TO REPORT ANY ACCIDENT, MALFUNCTION, OR BREAKDOWN OF RENTAL CRAFT TO PLBR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE THAT FOLLOWS.

Initial: ____

This certifies that RENTER is experienced and capable in all aspects of the handling and operation of the craft Rented in this agreement. RENTER agrees that said craft will not be occupied by a greater number of persons than is shown in this rental agreement or posted on said rented craft. Children of any age count toward boat capacity. I, the RENTER, am aware of the **NO WAKE** areas and am responsible for any damages caused by my wake. RENTER will not remove any equipment from and will operate said craft within the lake area listed in this agreement. *Please visit the WI DNR website for the online water safety course and Wisconsin rules and regulations for a safe boating experience. The state of Wisconsin requires anyone who was born after January 1, 1989, to have a Boat Safety Certificate in his/her possession and have it available for inspection by an enforcement officer. The necessary test to obtain the certificate is available online at <https://www.boat-ed.com/wisconsinrental/>*

Initial: ____

Night operation of leased craft and towing of another craft/vessel is forbidden, no exception, RENTER is liable.

Initial: ____

THE RENTER CERTIFIES THAT HE/SHE IS AT LEAST 18 YEARS OLD. ANYONE UNDER 18

YEARS OF AGE MAY NOT OPERATE ANY RENTED WATERCRAFT AT ANY TIME DURING THIS RENTAL PERIOD.

Initial: __ _

RENTER understands and has full knowledge that early returns or cancellations due to the negligence of the RENTER will not result in a refund. Absolutely no refunds will be given due to mechanical failure until PLBR has had the opportunity to check the unit for operator negligence or abuse. The RENTER agrees to indemnify PLBR for any damages to equipment. If it is determined that the RENTER has caused damage to the unit, PLBR reserves the right to charge the RENTER's credit card without any further notification or authorization from PLBR. RENTER will be responsible for any revenue loss due to watercraft being unrentable due to damage caused during this rental period.

Initial: __ _

It is agreed and understood that the Renter/Agent shall not be held liable for damages, time lost caused by an accident, breakdown or malfunction of the rented watercraft as a result of improper handling of the

Watercraft. Do not drive if the engine alarm sounds. In the event of a malfunction or a breakdown of the watercraft is discovered, Renter will immediately report the same to the renter/ Agent. Continued use of the watercraft that has known defects shall be entirely at the Renter's risk and therefore Renter assumes all liabilities of injury and damage to all persons and property that may be caused by continued use. 3

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release applies to all renters, operators, passengers, and users of equipment provided by PLBR (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of PLBR. The undersi_{gn}ed agrees that he/she is also signing this Release on behalf of the undersigned's minor children. The renter agrees that he/she will disclose to PLBR all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify PLBR of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if **such damages arise out of the negligence of PLBR** Initials:

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II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by the Rental Company at his/her own risk. The undersi_{gn}ed agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage, or loss that might result, **even** if the risks arise out of the negligence of Rental Company. Initials: __

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that the Rental Company shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, including but not limited to drowning and other related injuries, collisions with other watercraft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design, or equipment-related failures. The undersigned assumes full responsibility for any such injuries or damages that may occur and further agrees that the Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Company **shall not be responsible for any such injuries, damages, loss, or theft, EVEN IN THE EVENT OF NEGLIGENCE BY RENTAL COMPANY,** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver

and Release does not apply to gross negligence or intentional torts by the Rental Company.

Initials: ____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless the Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, **even if such damages arise** out of the negligence of Rental Company.

Initials: ____

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence.** Initial _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any

term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

Initials: ____

*****READ THE RELEASE BEFORE SIGNING*****

RENTER: _____

OPERATOR/PASSENGER: _____

Rental company name: Powers Lake Boat Rental, LLC.

1. Maintaining safe speed/monitoring surroundings/driving defensively/no aggressive maneuvers
2. Maintaining a safe distance from other boats, objects and people
3. Do not enter the water without a lifejacket on, engine turned off and key removed
4. Conduct a head count before starting the engine
5. Always remain seated while the boat is in motion
6. Absolutely no sitting on the bow, sides, or stern
7. Importance of attaching the engine shut-off cord/lanyard
8. Engine start and shut-off procedures
9. Dangers of CO2
10. Refueling procedures and engine blower use (if applicable)
11. Sound five blasts of the horn or whistle to signal danger or need for assistance
12. Boats do not have brakes - stopping the engine will not stop the boat
13. Proper boat anchoring procedures (if applicable)
14. Navigation rules - local laws, regulations, hazards, and navigational markers
15. Towing sports safety, if allowed (i.e. water skiing, wakeboarding, tubing)

1. Dangers of water being forced into body cavities from the jet thrust nozzle
- wetsuit or wetsuit bottoms recommended

2. Never apply throttle if any participants are in the water near the PWC

3. Dangers of loose items (i.e. clothing, hair, stones, etc.)

being sucked into the jet drive intake.

4. A life jacket must always be worn with a kill switch lanyard attached.

5. Horseplay is never allowed - no spraying or splashing others; no wake or wave jumping

6. Stopping the engine will not stop forward motion

7. Steering control is lost when the throttle is released, or when the engine is shut off

8. How to respond to a capsized PWC

1. Keep fingers free from gates and hinges when exiting the boat

2. Proper use of navigation and anchor lights (houseboats only)

3. Keep gates closed and participants seated inside the gated area at all times when the engine is running

4. Towing other boats is not permitted.

1. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat.

2. All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.

3. Operation of the boat is not allowed by anyone who is under the influence of any legal or illegal drugs or alcohol.

4. No boat operation from dusk to dawn.

5. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.

6. I have been provided with emergency contact information.

A signature is required from each participant boarding the rental boat.

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

Name (please print)_____Signature_____

