

SOUTH CAROLINA RENTAL AGREEMENT:
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (“Rental Agreement”) is applicable to all renters, operators, passengers, and users of equipment provided by **Downwind Sails of M.B. Inc.** *(For purposes of this Rental Agreement, the term “Rental company” includes all employees, agents, Representatives, servants, assigns, successors, insurers and subsidiaries of **Downwind Sails of M.B. Inc.**

The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody, or control. Renter agrees that he/she will disclose to Rental company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental company 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 or fault of Rental company.**

I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OF 18.

INITIALS: (1) _____

II. EXPRESS ASSUMPTION OF RISK – CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLING AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF NEGLIGENCE, ACT OF OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

INITIALS: (1) _____

III. RELEASE / COVENANT NOT TO SUE – CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY. CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHER RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT, OR OBVIOUS DEFECT ON THE WATERCRAFT OF ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE, OR TRAIN. AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

INITIALS: (1) _____

IV. INDEMNITY / LIABILITY TO THIRD PARTIES – CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATES 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 OR FAULT OF RENTAL COMPANY.

INITIALS: (1) _____

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V. JET SKI SAFETY RULES

Renter shall familiarize himself/herself with all operating instructions for the PWC. Renter 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 PWC or other property. The PWC shall not be used in connection with stunts, racing, the towing of person or property, or any other use which might result in injury to person or damage to property. Renter represents that he/she is familiar with the operation of the PWC and that he/she has read and understands the Safety Rules and PWC Orientation and which are incorporated herein by reference and Renter further agrees to comply and abide with each and every one of these Safety Rules. These rules will be provided to you both by an employee with verbal instructions and PWC Orientation Checklist.

1. I will not allow any other person to operate the watercraft.
2. I will only operate the watercraft in designated riding areas.
3. I will always wear a life jacket.
4. I will not permit anyone under the age of 18 on watercraft without signing all forms.
5. I will only allow persons who have signed the rental agreement and PWC Checklist to operate the PWC.
6. I will follow all boating safety rules.

INITIALS: (1) _____

VI. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from Rental company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental company.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understanding, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of provision of the Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of South Carolina. In the event Rental company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental company for its litigation expenses, including reasonable legal fees and court costs.

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 Rental company for these repairs and other costs. Most repair costs are calculated according to the repair table attached to this contract. Any damage that is not priced on the repair table is billed at actual cost to Rental company plus actual installation/repair costs billed to Rental company by repair facility.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effects of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and **I understand that I am giving up substantial rights in consideration for my use of Rental company's watercraft and equipment.** I enter into this Rental Agreement freely and voluntarily without any inducement.

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CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY

Signature below indicates that you have read this entire document and agree to its terms and conditions.

Renter's Name (printed): _____

Renter's Name (Signed): _____

Date of Rental: _____

Renter's Driver's License Number: _____

Renter's Date of Birth: _____

Phone Number: _____

Renter's Address: _____

<u>Print Name:</u>	<u>Age</u>	<u>Signature or Guardian's Signature:</u>	<u>Date:</u>
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Operators/Passengers: _____

Signature of PWC Rental Agency Employee:

Date of Rental: _____

Time of Rental: _____