

WATER TOY RENTAL CONTRACT

CONTRACT AGREEMENT STATEMENT

The above designated customer hereby agrees to the terms, conditions and limitations contained in this Agreement and to the Rules and Regulations of Ski Run Boat Company or Tahoe Keys Boat Rentals (hereinafter the "Company") now or hereinafter in effect.

WATER TOY RENTAL CONTRACT

PART 1 – RENTAL TIME & FUEL

RENTAL TIME: Time is calculated from the time you leave the dock until the time you return to the dock. There is a 1 Hour Minimum Rental Charge on Boats. After the first hour, the charge is prorated every 15 minutes based on the hourly rate. 1/2 Day (4 Hour) and Full Day (8 Hour) pricing only applies to rentals longer than 3 Hours.

LATE CHARGE: If a watercraft is brought back later than the closing time mandated by Company, there will be a \$100.00 fee imposed every 15 minutes in addition to the rental cost for all rental time and all fees associated to Law Enforcement or Coast Guard assistance. [[Initial]]

PART 2 – DAMAGE & FEES

WATERCRAFT DAMAGE LIABILITY: If any damage to the watercraft occurs while in the customer's possession, the customer acknowledges they are financially liable for the entire amount of damage.

[[Initial]]

PART 3 – PROHIBITED ACTIONS/ITEMS

DUI OR RECKLESS DRIVING: I certify that I have no drinking under the influence or reckless driving citations within the past 3 years.

SWIMMERS ARE REQUIRED TO WEAR A LIFE VEST AT ALL TIMES

ABSOLUTELY NO DRUGS OR ILLEGAL SUBSTANCES: No goods, weapons, documents or drugs shall be carried which would involve risk of seizure, capture, detention, arrest or repatriation by any government or law enforcement agency.

PART 5 - SIGNATURE

By signing this Agreement, the customer herein Certifies that he/she has read all terms and conditions herein and further certifies that they will operate the watercraft in a safe manner and is not nor will be at any time during the operation of the vessel, under the influence of alcohol or any drugs and understands any violation of the terms of this agreement may result in a forfeiture of remaining rental time. The customer also certifies they will not have more passengers on the watercraft than is allowed by the Company.

I agree to pay and the credit card I left on file may be used to pay for all fees written on this form and for all damages sustained to any vessel rented under this form and to pay half the published rental cost for any rental time lost due to those damages and to pay the retail new cost for any equipment rented under this form and all supplemental forms which are not returned.

In consideration of Williams Sports Rentals, Inc. agreeing to rent a vessel to me, I hereby agree to the following:

1. I will be familiar with and will comply with all California and United States Coast Guard safety/navigational rules and regulations for boating on the waterways on which I intend to use the rented vessel.
2. I agree and will comply with all of Williams Sports Rentals, Inc. requirements, rules, and instructions governing the use of your vessels.
3. I have received and reviewed a copy of Williams Sports Rentals, Inc. requirements, rules and instructions governing the use of Williams Sports Rentals, Inc. vessels. Please initial this box if so
[[Initial]]
4. I FULLY REALIZE THE POTENTIAL HAZARD IN OPERATING AND RENTING VESSELS.

5. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Williams Sports Rentals, Inc. its officers, club members, employees, agents, or servants, about or upon the premises of COMPANY and/or while using the vessel rented to me by the Williams Sports Rentals. [[Initial]]

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE Williams Sports Rentals, Inc. its officers, club members, employees, agents, or servants, of and from all claims (first or third party) which may hereafter develop or accrue to me on account of, or by reason of, any injury, loss or damage, which may be suffered by me or to any property, because of any matter, thing or condition, negligence or default whatsoever, and I hereby assume and accept the full risk and danger of any hurt, injury, or damage which may occur through or by reason of any matter, thing or condition, negligence or default, or any person or persons whatsoever.

Notice of Claims and Time Limits for Legal Action:

Claims for Injury, Illness or Death: In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Customer or his/her guests, no lawsuit may be brought against WILLIAMS SPORTS RETALS, INC. ("Company"), including but not limited to its agents and/or employees, unless (1) written notice giving full particulars of the claim is delivered to the Company within 6 months from the date of the Emotional Harm, bodily injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death in the Superior Court of California for the County of El Dorado and (3) valid service of the lawsuit is made within 90 days of filing the complaint.

All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this rental agreement or customer's engagement of the Company, other than for emotional or bodily injury, illness or death of any Customer, including his or her guests, shall be brought against Company unless (1) written notice giving full particulars of the claim is delivered to the Company within 15 days of the actual or scheduled termination date of the rental period, whichever occurs first as specified in connection with this Contract, (2) legal action on such claim is commenced within 1 year from such scheduled termination date in the Superior Court of California for the County of El Dorado, and (3) valid notice or service of any such action is effected upon the Company within 90 days after commencement of the action.

IT IS THE INTENTION OF THIS RELEASE AND WAIVER FORM TO EXEMPT AND RELIEVE COMPANY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY Williams Sports Rentals, Inc. NEGLIGENCE, AND TO BE AS BROAD AND INCLUSIVE A RELEASE OF LIABILITY AS IS PERMITTED UNDER THE LAWS OF CALIFORNIA. Please initial this box if so. [[Initial]]

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY.

I acknowledge that I have been fully and completely advised of the potential dangers involved in the activity of boating. To satisfy Williams Sports Rentals, Inc, that I have been advised and am fully aware of the legal consequences of signing the within instrument I have agreed to all above terms.

I HAVE READ THIS RELEASE AND WAIVER FORM

PRINT NAME: [[First Name]] [[Last Name]]

DATE: [[DATE]]