

FUN TIME RENTALS LLC
RENTAL AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

The undersigned ("Renter") hereby rents from Fun Time Rentals, LLC, a South Dakota limited liability company ("Fun Time Rentals"), the following described motor vehicle, all terrain vehicle (ATV), recreational vehicle (RV), watercraft, motorcycle, camper, trailer or other equipment (hereinafter the "Rented Property") for a limited period of time, upon the following terms and conditions:

(Print Name)	(Driver's License Number)	(Date of Birth)
(Residence Address)		
(Cell Phone Number)	(Work Phone Number)	
(Location where Rented Property will be used)		

NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY – NO INSURANCE PROVIDED

Fun Time makes no warranty of any kind, nature or description, either express or implied, as to the quality and manufacturer safety, drivability or fitness for any particular purpose of any Rented Property covered by this Agreement. The Renter and all permitted operators/riders/passengers identified herein accept all Rented Property provided by Fun Time in its "AS IS" condition with all faults. The Renter and all permitted operators/riders/passengers hereby acknowledge that the use and operation of the Rented Property may be a potentially dangerous activity, and may pose a significant risk of serious bodily injury or death to others or self and property damage. Fun Time strongly urges the Renter and all permitted operators/riders/passengers to have medical insurance and comprehensive liability insurance coverage, which insures them and this activity, prior to engaging in this activity. Fun Time does not provide medical insurance or comprehensive liability insurance, and advises that serious injuries, death or damage to property can be financially devastating. The Renter and all permitted operators/riders/passengers hereby personally accept all risks and liabilities of this activity, and understand that by executing this Agreement, they are giving up important legal rights. With this understanding, it is the intention of the Renter and all permitted operators/riders/passengers to give up those rights and in good faith to release Fun Time of any duty, which may be legally owed to them in relation to the conduct of this activity.

TERMS AND CONDITIONS – READ THIS CAREFULLY

1. **RULES OF OPERATION:** By signing this Agreement, each Renter and permitted operator/rider/passenger represents and warrants that he/she has read, understands and agrees to follow and be bound by the general operation rules, which are a part of this Agreement.
2. **RENTAL CHARGES:** Each Renter agrees to pay for the length of time the Rented Property is rented, at Fun Time's scheduled rental rates, and shall pay all additional charges, which may be imposed by Fun Time as a result of the operation and use of Rented Property.
3. **RETURN OF RENTED PROPERTY:** Each Renter is responsible to timely return the Rented Property to Fun Time at the conclusion of the scheduled rental period in the same condition when received, ordinary wear and tear from proper use accepted. Each Renter also agrees to return the Rented Property to Fun Time if demanded to do so by Fun Time. If any Rented Property is not returned to Fun Time at the conclusion of the scheduled rental period, Fun Time, at its election, may report the Rented Property to the police as stolen. Each Renter waives any and all claims against Fun Time, its members, employees, agents, affiliates and assigns, for any consequences which may result to the Renter from Fun Time making any such report to the police.

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4. **CREDIT CARD:** Each Renter understands that an amount equal to the estimated total charges due under this Agreement, and all required deposits, may be set aside or reserved by the credit card issuer, whose card is presented for payment to Fun Time. Each Renter consents to the reservation or setting aside of all such amounts, and agrees that his/her signature on this Agreement authorizes Fun Time to charge the credit card used by the Renter for any and all charges arising from the terms and conditions of this Agreement.
5. **COLLECTION:** All charges imposed under this Agreement, if not timely paid by the Renter, shall accrue interest at the rate of 1 and one half percent (1.5%) per month (eighteen percent (18%) per annum) until paid, and will be subject to collection costs, including attorney's fees and costs.
6. **DEPOSITS:** Each Renter authorizes Fun Time to set off and charge against any required deposit any and all charges arising from the terms and conditions of this Agreement.
7. **REPRESENTATIONS AND WARRANTIES:** By signing this Agreement, each Renter and permitted operator represents and warrants: (i) he/she is at least 18 years of age for watercraft or 25 years of age for RV's and is of sound mind and medical condition, (ii) he/she fully understands and appreciates the unique risks and liabilities associated with the use and operation of the Rented Property, (iii) he/she is fully capable of operating and using the Rented Property, and possesses the minimum skills required for such purpose, (iv) he/she possesses a valid driver's license that qualifies him/her to operate and use the Rented Property, including any required license endorsements for such purpose, (v) he/she will operate and use the Rented Property in full compliance with applicable law, and (vi) he/she is not, and will not be, at any time, while operating or using the Rented Property, under the influence of alcohol, marijuana, or any controlled substance, or any prescription or non-prescription drug, which could impair his/her ability to operate and use the Rented Property.
8. **DISCLAIMER OF WARRANTIES:** BY SIGNING THIS AGREEMENT, EACH RENTER AND ALL PERMITTED OPERATORS/RIDERS/PASSENGERS UNDERSTAND(S), ACKNOWLEDGE(S) AND AGREE(S) THAT FUN TIME HAS NOT MADE, DOES NOT MAKE, AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTED PROPERTY, INCLUDING, BUT NOT LIMITED TO, ITS DESIGN, CAPACITY, CONDITION, MERCHANTABILITY OR FITNESS, FOR USE OR OPERATION FOR ANY PARTICULAR PURPOSE. EACH RENTER AND ALL PERMITTED OPERATORS/RIDERS/PASSENGERS AGREE(S) THAT FUN TIME WILL NOT BE LIABLE FOR ANY LOSS OR INDIRECT, SPECIAL OR CONSEQUENTIAL OR OTHER DAMAGES OR EXPENSES OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY, OR ARISING IN CONNECTION WITH, THE RENTED PROPERTY, ITS USE, OPERATION OR MAINTENANCE, OR WHICH MAY ARISE AS A RESULT OF ANY INTERRUPTION OF USE OR LOSS OF USE OF THE RENTED PROPERTY.
9. **WAIVER OF LIABILITY:** EACH RENTER AND EACH ADULT PERMITTED OPERATOR//RIDER/PASSENGER SIGNING THIS AGREEMENT AGREES ON BEHALF OF HIMSELF/HERSELF, AND HIS/HER CHILDREN AND ANY MINOR FOR WHOM HE/SHE IS THE GUARDIAN, AND HIS/HER HEIRS, DEVISEES AND SUCCESSORS IN INTEREST, NOW AND FOREVER, TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND TO INDEMNIFY, DEFEND AND HOLD FUN TIME, AND ITS MEMBERS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, LIABILITIES, LEGAL PROCEEDINGS, EXPENSES, COSTS, PENALTIES, FINES OR OTHER SANCTIONS THAT MAY HAVE ACCRUED OR MAY ACCRUE IN THE FUTURE AGAINST ANY RELEASED PARTY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATED TO IN ANY ASPECT TO THE USE OR OPERATION OF THE RENTED PROPERTY. THIS WAIVER AND RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSON OR PROPERTY WHICH MAY BE (I) CAUSED BY ANY ACT, OR FAILURE TO ACT BY ANY RELEASED PARTY, OR (II) SUSTAINED BEFORE, DURING OR AFTER THE PERIOD THE RENTED PROPERTY IS RENTED PURSUANT TO THIS AGREEMENT. THIS WAIVER AND RELEASE DOES NOT RELEASE ANY RELEASED PARTY FROM INTENTIONAL MISCONDUCT OR FROM ANY OTHER LIABILITY THAT CANNOT BE EFFECTIVELY RELEASED UNDER APPLICABLE LAW.
10. **RESPONSIBILITY FOR LOSS AND DAMAGE:** By signing this Agreement, each Renter and permitted operator agrees to be personally liable and financially responsible for all losses and damages to person and property caused or resulting from any use or operation of the Rented Property, whether or not such loss or damage is the fault of the Renter, permitted operator or others under the control of either the Renter or the permitted operator, or the fault of third parties.

11. **ASSUMPTION OF RISK:** EACH RENTER AND PERMITTED OPERATOR SIGNING THIS AGREEMENT VOLUNTARILY AGREES TO ASSUME ALL RISKS AND LIABILITIES FOR LOSS OR DAMAGE (I) TO THE RENTED PROPERTY, (II) FOR DEATH OR INJURY TO ANY PERSON OR PROPERTY, AND (III) FOR ALL OTHER RISKS AND LIABILITIES ARISING FROM THE USE, OPERATION OR POSSESSION OF THE RENTED PROPERTY.
12. **INDEMNIFICATION:** Each Renter and all permitted operators/riders/passengers signing this Agreement shall indemnify, defend (by counsel acceptable to Fun Time) and hold Fun Time, and its members, employees, agents, affiliates, and ascends harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, expenses, costs, penalties, fines and other sanctions arising from or caused in whole or in part, directly or indirectly, from the use, operation, condition or possession of the Rented Property.
13. **PARTIAL INVALIDITY/CHOICE OF LAW/EXCLUSIVE VENUE:** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principles, either statutory or decisional. Any lawsuit pertaining to or affecting this Agreement, even after termination, shall be venued in Circuit Court, Sixth Judicial Circuit, Stanley County, South Dakota.
14. **ENTIRE AGREEMENT--NO ORAL MODIFICATIONS:** This Agreement and all attachments constitute the entire agreement by and between the parties. No provision of this Agreement may be modified, amended or repealed in whole or in part unless in writing and signed by an authorized representative of Fun Time.
15. **PARENTAL CONSENT:** Each parent or legal guardian of the minor(s) identified below agrees to be personally responsible for such minor(s) following and abiding by the rules and terms of this Agreement, and consents to the terms and conditions of this Agreement on behalf of such minor(s), and has full authority to do so.
16. **RENTER AGREES TO THE FOLLOWING:**
 - A) Return all Rented Property Full of fuel - \$10 per gallon will be charged for refueling.
 - B) NO Smoking Allowed in or aboard rented property - \$200 Charge
 - C) Septic Tank must be Empty upon Return of Rented Property - \$ 100 Charge to dump septic tank
 - D) Excessive Cleaning of Rented Property will result in \$90 per hour standard shop cleaning charges.

GENERAL OPERATION RULES

1. All Rented Property may only be used and operated in a safe manner, which does not endanger persons and property.
2. All Rented Property may only be used and operated in accordance with applicable laws.
3. Only Renters and permitted operators may use and operate the Rented Property.
4. Only riders and passengers signing this Agreement are permitted to be riders and passengers on the Rented Property. Any other persons are expressly forbidden from being a rider or passenger on the Rented Property.
5. The Rented Property may not be used or operated for any commercial purpose.
6. The Rented Property may not be used or operated in any race, test or contest.
7. The Rented Property may not be used or operated for any illegal purpose.
8. The Rented Property may not be loaded in excess of its rated capacity.
9. The Rented Property may not be used to transport illegal material.

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Each of the undersigned certify that they have read this Rental Agreement and Waiver and Release of Liability, and understand the contents of this document, and they have executed it in good faith, and with full knowledge of its significance.

Dated: _____

Renter/Permitted Operator/Rider/Passenger/Parent

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

_____/_____
(Print Name) (Age) (Signature)

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Fun Time Rentals, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FTR"), I hereby agree to release, indemnify, and discharge FTR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in jet skiing and personal watercraft activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease ; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, FTR personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FTR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use FTR's equipment or facilities, **including any such claims which allege negligent acts or omissions of FTR.**
4. Should FTR or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against FTR, I agree to do so solely in the state of South Dakota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FTR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at FTR. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s) _____ (clearly print Minor's or Minors' name(s)) being permitted by FTR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FTR from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE WETSUIT REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Fun Time Rentals (hereinafter collectively referred to as 'FTR'), that we should wear a properly fitted wetsuit bottom, or clothing that provides equivalent protection, while riding or being around personal watercraft (e.g. jet skis, wave runners, etc.) in order to protect against injuries and/or death caused by water from the jet thrust nozzle being forced into the rectum or vagina. I understand that by not wearing a properly fitted wetsuit bottom, or clothing that provides equivalent protection, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of FTR and numerous court cases I am refusing this critical safety precaution.

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings.

Signature of Rider

Date

Name of minor(s)

Signature of parent, guardian, and or spouse

Date