

2022 Jet Ski Maine Waiver & Rental Agreement aka JSM 207.250.3685

(Agreement PG1)

THIS AGREEMENT, DATED _____ BY AND BETWEEN: JET SKI MAINE LLC, HEREIN REFERRED TO AS "JSM", AND,

HEREIN REFERRED TO AS "RENTER" OR "CUSTOMER":

Renter _____

Renter _____

Renter(s) and JSM in consideration of the mutual covenants hereinafter set forth agree as follows:

CUSTOMER AGREES TO ASSUME RESPONSIBILITY FOR: IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN JET SKI MAINE LLC ACTIVITIES THAT INCLUDE EQUIPMENT RENTAL FOR MYSELF, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE OR IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS. Initial

ACKNOWLEDGEMENT OF RISKS: THE UNDERSIGNED ACKNOWLEDGES THERE ARE NATURAL HAZARDS AND RISKS RELATED TO THE OPERATION AND POSSESSION OF A WATERCRAFT AND WATERSPORTS ACTIVITIES. RISKS CAN BE VERY DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY, DISABILITY, PARALYSIS, DISMEMBERMENT AND/OR DEATH. RISKS INCLUDE, BUT AREN'T LIMITED TO, PROPELLER TRAUMA, VESSEL EJECTION OR FALLING OVERBOARD, COLLISION WITH ANOTHER VESSEL WHILE WATERCRAFT OR IN THE WATER, COLLISION WITH VISIBLE OR SUBMERGED HAZARDS, PROLONGED EXPOSURE TO WEATHER, VESSEL BREAKDOWNS OR INJURY AWAY FROM HELP OR PHONE SERVICE THAT CAN DELAY RESCUE OR MEDICAL SERVICE, DISORIENTATION, DEHYDRATION, DROWNING, WATERCRAFT WAVES OR WAVES AND WEATHER EVENTS THAT CAN DAMAGE OR CAPSIZE VESSEL, NAUSEA. RISKS ARE NOT LIMITED TO THESE, BUT ARE SERIOUS CIRCUMSTANCES THAT CAN RESULT IN DEATH TO YOU, ANOTHER ADULT OR A MINOR. I ACKNOWLEDGE THAT THE ENGINE MAY BE QUIET WHEN ON AND I WILL EVERY TIME TURN THE MOTOR OFF WHEN ENTERING THE WATER. I ALSO ACKNOWLEDGE THE PROPELLER WILL CONTINUE TO SPIN AFTER THE ENGINE IS TURNED OFF AND I WILL KEEP THE MOTOR AREA CLEAR OF PERSONS, ROPES, WATER TOYS AND HAZARDS WHILE IN USE OR THE PROPELLER IS MOVING. SAFE WATERCRAFT, DOCKING, TUBING, AND SKIING PRACTICES WILL ALWAYS BE USED. ALL PERSONS ABOARD WILL SIT INSIDE THE VESSEL WHILE IN MOTION ON SEATS ALLOCATED FOR MOVING VESSELS, I.E. CASTING DECKS ARE NOT A LEGAL SEATING POSITION WHILE IN MOTION. I WILL KEEP UNDER WEIGHT & UP TO OCCUPANT CAPACITY. Initial

ASSUMPTION OF RISK AND LIABILITY: I AGREE TO ASSUME ALL RISKS ARISING OUT OF THE RENTAL AND THOSE SURROUNDING AND AFFECTED BY THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER RISKS LISTED OR NOT, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED HEREIN. MY PARTICIPATION IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF, OTHER KNOWN AND UNKNOWN ADULTS ACCESSING OR IN CONTACT WITH MY RENTAL EQUIPMENT DURING MY RENTAL, OR MY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE LEGALLY RESPONSIBLE MINORS IN MY TEMPORARY CARE, MINORS IN MY IMMEDIATE SUPERVISION, TO INCLUDE THOSE ADULTS AND MINORS ON OR AROUND THE RENTAL EQUIPMENT DURING MY RENTAL, WHETHER INVITED, UNINVITED, OR ACCIDENTAL, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY OR LOSS OF INCOME, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW, TO THE FULLEST EXTENT OF THE LAW. Initial

FAIR NOTICE: I AGREE I WAS PROVIDED WEBSITE LINKS AND EMAIL ATTACHMENTS TO WATERCRAFT SAFETY AT 1) VESSEL-ED.COM AND/OR RENTALVESSELSAFETY.COM 2) COAST GUARD PHAMPLET 3) MAINE VESSELS HANDBOOK, AND WAS 4) REQUIRED TO READ THIS AGREEMENT PRIOR TO ARRIVING AT LAUNCH. RENTER AND THEIR DESIGNATED DRIVER IS REQUIRED BY JET SKI MAINE AT VESSEL LAUNCH TO ATTEND A MANDATORY 20- MINUTE VESSEL AND SAFETY REVIEW. DEMO RIDES TO RENTER ARE AVAILABLE UPON REQUEST. Initial

INDEMNITY/ RELEASEES: AND THEREFORE, THE UNDERSIGNED CUSTOMER ACKNOWLEDGES AFOREMENTIONED AND DOES AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES LISTED HERE TO FOREVER RELEASE AND DISCHARGE JET SKI MAINE LLC, THEIR PRINCIPALS, MANAGERS AND MEMBERS, THEIR INSURERS AND EACH AND EVERY LANDOWNER, MUNICIPALITY AND/OR GOVERNMENT AGENCY UPON WHOSE PROPERTY AN ACTIVITY IS CONDUCTED, RELATED FAMILY, HEIRS, AND PERSONS ON ITS BEHALF LIABLE AND CONNECTED TO THE RENTAL IN ANY MANOR INCLUDING MECHANICAL SERVICING, FROM ANY AND ALL LOSS, LIABILITY, CLAIMS, DEMANDS, DAMAGE, ACTIONS OR COST OF ANY NATURE THAT MAY ARISE OUT OF RENTAL, RENTER'S POSSESSION, USE, TRANSPORT, OR PARTICIPATION IN ANY WATERSPORTS, ACTIONS AND CAUSES ARISING FROM OR CONSEQUENTLY RESULTING FROM USE OF RENTED WATERCRAFT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE INCLUDING ACTS OF GOD. CUSTOMER AGREES TO INDEMNIFY RELEASEES IN ANY AND ALL LEGAL ACTIONS THAT MAY GROW FROM THIS VOLUNTARY RENTAL AND PAY ALL ATTORNEY COSTS AND COURT COSTS IF RELEASEES ARE CAUSED TO DEFEND ITSELF AND/OR PURSUE COLLECTION. Initial

THE UNDERSIGNED AGREES TO OBEY ALL THE LAWS OF U.S.A. AND THE STATE OF MAINE AND TO PAY ANY FINES ASSESSED AGAINST THE UNDERSIGNED WHILE THE WATERCRAFT IS IN THE POSSESSION OF HIM/HER. I AGREE TO NOT EXCEED VESSEL CAPACITY, EVENLY DISBURSE WEIGHT ABOARD, AND USE LIFE JACKETS FOR EACH PASSENGER ONBOARD AND ON TOWABLE. Initial

SECURITY: CREDIT CARD WILL BE KEPT ON FILE FOR BACKUP SECURITY. DEPOSITED SECURITY WILL BE USED FIRST FOR COSTS (EX. GAS REFILL, DAMAGE, LOST ITEMS). ANY COSTS EXCEEDING THE DEPOSITED SECURITY WILL BE CHARGED TO CARD. YOU AGREE YOU ARE THE INDIVIDUAL OR WITH SAME PARTY THAT PLACED INITIAL SECURITY ON THIS VESSEL FOR DAMAGES AT TIME OF RESERVATION OR OTHERWISE, WHICH WAS PRESENTED TO US IN THE PROCESS OF THIS RENTAL: Initial

CONDITIONS OF EQUIPMENT RELEASE: THE UNDERSIGNED AGREES TO INSPECT THE WATERCRAFT AND ITS EQUIPMENT BEFORE LEAVING THE DOCK, LIFE JACKET COUNT, AND AGREES THAT AFTER SAID INSPECTION REMOVAL OF THE WATERCRAFT FROM THE DOCK SHALL CONSTITUTE ACCEPTANCE THAT THE WATERCRAFT, IT'S EQUIPMENT, PROPELLER, AND ALL ITS CONTENTS ARE IN WORKING ORDER. SAID WATERCRAFT WILL BE INSPECTED FOR DAMAGES UPON ITS RETURN AND THE UNDERSIGNED AGREES TO PAY FOR 100% OF SUCH DAMAGES WHICH ARE DISCOVERED. IF DAMAGE EXCEEDS COST OF VESSEL OR LEAVES JSM WITH A LESS-DESIRABLE RENTAL, RENTER WILL BE RESPONSIBLE FOR IMMEDIATE PAYMENT OF REPLACEMENT VALUE AND AGREES TO PAY FOR LOST RENTS AND DOWNTIME AT DAILY RATE DURING SEASON. CUSTOMER IS RESPONSIBLE FOR PROPERLY SECURING VESSEL AGAINST DAMAGE REGARDLESS OF WEATHER OR ANY EQUIPMENT CONDITION. IF RENTER FINDS CONDITIONS ARE INADEQUATE TO SECURE VESSEL, THEY SHALL CALL JET SKI MAINE TO RETRIEVE VESSEL PRIOR TO ANY DAMAGE OCCURING. NO DOGS ON VESSELS, NOR MOORING UNDER SAPPING TREES. NO STAINING SUNTAN LOTIONS ARE ALLOWED DUE TO SEAT STAINING, USE TOWELS IF UNCERTAIN! RENTAL IS LIMITED TO SAFE WATER RECREATION AS NOTED ON EACH VESSEL AND NOT FOR CONSTRUCTION, COMMERCIAL FISHING, TOWING, OR HAULING. MOORINGS ARE AVAILABLE ALSO FOR RENT. I AGREE I WILL CONTROL WHO IS ON AND AROUND THE VESSEL DURING OPERATION AND WHILE AT DOCK TO KEEP VESSEL CLEAN AND UNDAMAGED, FREE OF DOCK DAMAGE, AND TO MAINTAIN SAFE WATERCRAFT GUIDELINES FOR THOSE ON AND AROUND THE VESSEL. LATE ARRIVAL OR RETURN CHARGE OF \$100/HR. UNDERSIGNED AGREES THEY HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS DETAILED ON OUR WEBSITE IN ADDITION TO THIS AGREEMENT. Initial

GAS TO BE RETURNED FULL:

- REFILL IS RENTER'S EXPENSE AND GAS WILL BE PUMPED AND TOPPED OFF BY JSM AFTER EACH RENTAL. RENTER WAIVES RIGHT TO DISPUTE REFILLS UPON TAKING POSSESSION.
- DELIVERY SURCHARGES DUE TO GAS PRICE FLUCTUATIONS MAY APPLY AT END OF RENTAL. Initial

Customer has carefully read entirety of this Agreement pages 1-6, voluntarily agrees to terms, signs below, and approves credit card purchase and any damage security here:

PRINT RENTER NAME **SIGNATURE** **DATE**

PRINT RENTER NAME **SIGNATURE** **DATE**

PRINT RENTER NAME **SIGNATURE** **DATE**

PRINT RENTER NAME **SIGNATURE** **DATE**

OOPS...LOST OR DAMAGED ITEMS

(Agreement PG3)

Exact issued/rented items must be returned to us. Replacements are not accepted and will be discarded upon cleaning, resulting in a charge for that item(s). It is renter's sole responsibility to maintain, gather, and return those items issued/rented to them.

You may or may not have these items as part of your rental. Removeable items will be noted on your Launch Checklist at launch.

\$25 Snubber Lines	\$30 Helmet
\$110 Life Vests	\$15 Gas/Oil Funnel or flexible end/gas adapter or gas cap.
\$50 Fender	\$60 (5) Gallon Gas Can
\$10 Fender attachment clip (these attach to fender lines)	\$110 Hullhugger
\$35 Dock Rope	\$10 Whistle
\$25 Snubber Lines	\$30 Helmet
\$25 Tie Down	\$55 Registration Replacement
\$25 Grapnel Anchor + \$20 Grapnel Rope	\$30 Fire Extinguisher
\$50+ Replace Vessel Number Set for damaged, cut, rubbed.	\$25 (Sm)Telescoping Paddle
\$350-750 Remove/replace vessel graphics	TBD Impeller replacement, body damage
\$100/hour Excessive cleaning or sap removal per hour cost	TBD + Shipping, expect we will expedite by air shipping all parts.
\$70 /hour In-house Labor for damaged returned equipment	TBD Hull Damage, Vinyl Repair, or Other Replacements/Repairs

All repairs, in-house or contracted, will have a 25% markup on material and labor to cover travel, time, and administrative cost. Trip Charges incurred for repairs or user error \$2.25/mile + tolls, entry fee. **Rope or debris removal from the intake is a minimum \$350 charge+ tow charge+ trip charge if applicable.**

Items lost or damaged that are priced above will be deducted from vessel security/cc. Items not priced are charged upon JSM's repair estimate completed for repairs, replacements, labor, or devaluation of equipment + 25%. Due to our short season and manufacturer supplied parts, this may not take the vessel out of service for immediate repair, but MAY result in end-of season or next Spring repairs according to weather, expected work length, and repair openings in schedules. Your security and agreement will be in effect until final repair has been done, and any remaining balance exceeding JSM's repair estimate will be charged to you. For those items that take the vessel out of commission, we will not shop price, but urgently get the vessel back into service for the next rental. You are responsible for downtime due to any damage at our daily rate for that season. Pictures or video are taken at each launch and returns with damage will have pictures taken at JSM yard at cleaning/inspection. Customer is encouraged to video equipment at pickup and drop-off.

JET SKI MAINE DOES NOT PROVIDE INSURANCE. PLEASE TAKE CARE OF YOUR VESSEL SO THAT THE NEXT RENTER/RIDER MAY ALSO ENJOY THEIR WATERCRAFT EXPERIENCE.

IF YOU ROLL UPSIDE DOWN: IT IS URGENT TO IMMEDIATELY ROLL IT UPRIGHT IN THE DIRECTION DENOTED ON REAR STICKER. IT SHOULD BE SECONDS NOT MINUTES, START COUNTING 1 SECOND, 2 SECONDS, 3 SECONDS...AS SOON AS YOU'RE IN THE WATER. MOVE QUICKLY TO REAR OF VESSEL AND FOLLOW STICKER ON ROLLING UPRIGHT. IF YOU ROLL IN WRONG DIRECTION, THE VESSEL WILL NOT WORK AGAIN, IF YOU WAIT LONGER THAN 10 SECONDS, YOU MAY BE WITHOUT A RIDE! URGENTLY GET IT UPRIGHT IN THE RIGHT DIRECTION. THE BEST PLACE FOR RIDERS IS ALWAYS ON A WORKING VESSEL. IF THERE IS AN INJURY, IT'S EXTREMELY URGENT TO GET THIS MACHINE UPRIGHT & TAKEN TO SHORE.

I UNDERSTAND THAT MOST DAMAGE (90%) OCCURS AT DOCKS AND I AGREE TO PROTECT THE VESSEL IN ALL CONDITIONS. I UNDERSTAND THAT I CANNOT SCRAPE NOR HIT DOCKS AND MUST APPROACH THEM EXTREMELY SLOW-- PREPARED TO REVERSE OR TURN OFF MOTOR, APPROACHING WITH ALL DOCKING FENDERS ON AND DOCK ROPES READIED, AND THEN DOCK VESSEL ON SIDE OF DOCK THAT HAS WATER FLOWING AWAY FROM DOCK. I AGREE TO TEND TO VESSEL AS WEATHER AND WATER CURRENTS CHANGE, WHICH MAY REQUIRE MOVING VESSEL ON OTHER SIDE OF DOCK AS CURRENT CHANGES. VESSEL MUST BE KEPT IN TRANQUIL WATERS. I UNDERSTAND THAT 1 BOLT OR DOCK PROTRUSION COULD WEAR A HOLE IN A HULL OR PONTOON, POSSIBLY LEADING TO VESSEL SINKING, LIFE SAFETY CIRCUMSTANCES, AND COSTLY REPAIRS. THIS PARAGRAPH IS NOT MEANT TO INCLUDE EVERY SCENARIO. IF ISSUED A HULLHUGGER PAD, I AGREE TO USE IT AS PADDING BETWEEN THE DOCK AND VESSEL IN ADDITION TO FENDERS. I AM AWARE THAT I CAN ASK FOR ADDITIONAL FENDERS AND HULLHUGGER PAD UP TO THE EVENING PRIOR TO MY START DATE WITH MY VESSEL RENTAL. IF ADDED PROTECTION IS NEEDED WITHIN MY RENTAL DATES, I WILL NEED TO PROVIDE, OR PICKUP AT JSM'S YARD LOCATION, OR CALL FOR EARLY PICKUP PRIOR TO DAMAGE OCCURRING, ELABORATED ON IN DOCKING AND MOORING, EARLY PICKUPS ON NEXT PAGE.

I HAVE READ AND AGREE. I WILL FOLLOW ROLLING & DOCKING PROCEDURE: _____ SIGN

Vessel ID _____ START: ____: ____ AM PM on ____ / ____ / _____ to RETURN: ____: ____ AM PM on ____ / ____ / _____

Lake _____ Launch _____ Moored at _____

Renter _____ Cell: _____ Email: _____

Renter _____ Cell: _____ Email: _____

1) JETSKI# _____ Riders#: _____ 1 key 1 lanyard 1 whistle 2 snubbers 1 sm paddle 1 anchor 1 fire ext. 1 reg 1 can _____ Dvr all _____ Dvr
 2) JETSKI# _____ Riders#: _____ 1 key 1 lanyard 1 whistle 2 snubbers 1 sm paddle 1 anchor 1 fire ext. 1 reg 1 can _____ Dvr all _____ Dvr
 3) JETSKI# _____ Riders#: _____ 1 key 1 lanyard 1 whistle 2 snubbers 1 sm paddle 1 anchor 1 fire ext. 1 reg 1 can _____ Dvr all _____ Dvr
 4) JETSKI# _____ Riders#: _____ 1 key 1 lanyard 1 whistle 2 snubbers 1 sm paddle 1 anchor 1 fire ext. 1 reg 1 can _____ Dvr all _____ Dvr
 TOTAL LIFE JACKETS: _____ S _____ M _____ LG _____ XL _____ XXL, or not wanted. Helmets#: _____ or, not wanted: _____ Initials
 _____ Add 1-Person Tube & Rope Other items: _____

Security: \$ _____ PAID BY: _____ Rent: \$ _____ PAID BY: _____

Notes:

GAS LEVEL ISSUED: FULL GAS Refill: 1) _____ 2) _____ 3) _____ 4) _____ or, Renter Paid at pump

TO BE COMPLETED AT LAUNCH:

Credit Card Authorization Form: This is credit card authorization for this Reservation with Jet Ski Maine LLC. If you are not the person listed on this Reservation, by supplying your credit card you will be added as a Co-Renter accepting all signatures and initials on this Reservation.

*Please provide credit card & driver's license for updated verification:
 I, Cardholder signed below, authorize Jet Ski Maine LLC to charge my credit card above for Reservation security and expenses. I have read and accept all Agreement Pages 1-6. I understand that my information will be saved to file on future transactions for this reservation. For repeat renter(s) this season, your previous signed Agreement pages 1-4 this season will be in effect and enforced with this Launch Checklist.*

I RECEIVED: I received at launch 'vessel review & safety instruction' by Jet Ski Maine's Driver including docking procedure and checked all mechanicals are working and agree that intention of review is solely to orient customer to locating safety gear issued onboard, to note receipt of all rental items included, and review how that particular vessel is commonly used. It is not intended to teach watercraft to uninformed or inexperienced persons, which is rental driver's responsibility to gain knowledge and experience prior to arriving. _____ Initial

Customer has carefully read entirety of 2022 Jet Ski Maine Waiver & Rental Agreement pages 1-6, voluntarily agrees to rental items, terms, signs below as renter and authorized credit card signor, and approves credit card purchase and any damage security here:

DATE _____

PRINT RENTER NAME _____ **SIGNATURE** _____

Card Number: _____ EXP (mm/yy): _____ / _____ Code: _____

Card Address: _____

City: _____ ST: _____ Zip: _____

ID: Driver's License: _____ ST: _____

RENTER SIGNED AGREEMENT PAGES 1-4:

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[CC FRONT/BACK HERE]

PRINT RENTER NAME _____ **SIGNATURE** _____

Card Number: _____ EXP (mm/yy): ____ / ____ Code: _____

Card Address: _____

City: _____ ST: _____ Zip: _____

ID: Driver's License: _____ ST: _____

RENTER SIGNED AGREEMENT PAGES 1-4:

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PRINT RENTER NAME _____ **SIGNATURE** _____

Card Number: _____ EXP (mm/yy): ____ / ____ Code: _____

Card Address: _____

City: _____ ST: _____ Zip: _____

ID: Driver's License: _____ ST: _____

RENTER SIGNED AGREEMENT PAGES 1-4:

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PRINT RENTER NAME _____ **SIGNATURE** _____

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Card Address: _____

City: _____ ST: _____ Zip: _____

ID: Driver's License: _____ ST: _____

RENTER SIGNED AGREEMENT PAGES 1-4 :

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