

BOAT/JET SKI RENTAL AGREEMENT

RENTAL DATES: _____ BOAT/JET SKI: _____ REG#: _____

CHECK IN TIME: _____ NUMBER OF DAYS: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISKS

In consideration of the services of **Southern Illinois WaterCrafts LLC**, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "**SIWC**"), I hereby agree to release, indemnify, and discharge **SIWC**, 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 boating activities entails known, unknown, 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; accidental drowning; watercrafts are slippery when wet and accidents can occur when getting on or off. The forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, 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 all 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 or other related services.

Furthermore, SIWC 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 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 wet suit bottom (unless waiver is signed) 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 **SIWC** 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 of **SIWC's** equipment or facilities, **including any such claims which allege negligent or omissions of SIWC.**
4. Should **SIWC** or anyone acting on their behalf, be required to incur any 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 SIWC, I agree to do so solely in the state of Illinois, 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 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 SIWC 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 SIWC. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Print Name: _____ DOB: _____ 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): (print name(s)) _____

Being permitted by SIWC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SIWC 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). Minor(s)

DOB(s) _____

Parent or Guardian's Signature: _____ Date: _____

_____ The above signed certifies he/she is at least 21 years of age.

_____ The above signed agrees that he/she will not operate the described equipment under the influence of drugs or alcohol.

_____ The above signed agrees that a map and rules of Lake of Egypt has been provided by SIWC and are understood, furthermore

the above signed agrees to abide by all the laws of the state of Illinois, and to pay any fines assessed against the above signed while equipment is being rented by him/her.

_____ The above signed may not assign his/her rights and may not let any unnamed party use or sub-let the rented equipment.

_____ The above signed has inspected all rental equipment and all is in working order and free of damage not otherwise noted.

_____ The above signed agrees to pay for all damages to equipment under \$500 and to pay the \$500 deductible if an insurance claim must be made due to damage to equipment by the above signed.

_____ The above signed agrees to return all rental equipment to the location from where rented by check in time or late fees may apply unless otherwise discussed with **SIWC**.

_____ The above signed agrees to have no more than the **COAST GUARD** approved number of occupants on the rental boat/jet ski.

_____ The above signed agrees that he/she will operate the rental equipment in the designated areas. At no time shall the equipment be removed from **THE LAKE OF EGYPT**. The above signed agrees to be charged \$250 for removing or tampering with the GPS location device installed on rental equipment.

_____The above signed has been made aware of no wake areas and agree to pay for any damage caused by their wake.

_____The above signed agrees to return **Pontoon Rental** with a full tank of fuel.

SAFETY EQUIPMENT ON BOARD AND FEE IF DAMAGED OR LOST

_____ PFD Life Jackets (\$20 orange and yellow, \$75 neoprene)

_____ Paddle (\$20)

_____ Air Filled Bumpers (\$40 each)

_____ Waves RX Jet SKI Fenders (\$90 each)

_____ Anchor and Line (\$60)

_____ Tie Off Line (\$10 each)

_____ Fire Extinguisher (\$35 each)

_____ Propeller and Skeg (\$500)

_____ Lost Key (\$40 for Pontoon, \$150 for Jet Ski)

_____ Whistle (\$7)

_____ Capsized Jet Ski (Up To \$500)

*****PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE*****