

Jet Ski Express, LLC

4042 US Highway 17 Business, Murrells Inlet, SC 29576 843-357-7777

PERSONAL WATERCRAFT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

, the undersigned (hereinafter referred to as "Lessee"), have requested to engage in watersports activities by the business trading as Jet Ski Express, L.L.C., Express Watersports, L.L.C., Parasail Express, L.L.C., Kayak Express, L.L.C., Banana Boat Express, L.L.C., Murrells Inlet Watersports, L.L.C. (hereinafter referred to as Jet Ski Express) which includes the owner(s) and/or business) and/or to rent or operate a personal watercraft (hereinafter referred to as "PWC") and/or to participate in PWC or boating activities sponsored by Jet Ski Express, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by Jet Ski Express b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

_____**A. Lessee agrees to RELEASE, REMISE, AND DISCHARGE**, Jet Ski Express, the owners and operators of the PWC and boating activities sponsored by Jet Ski Express, the owners and licensors of the premises occupied by Jet Ski Express and their respective servants, agents, employees, and officers (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by Jet Ski Express and/or my participation in any activities sponsored by Jet Ski Express. **INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.**

_____**B. Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by Jet Ski Express, whether or not these injuries or damages were caused by the releasees' negligence.

_____**C. Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by Jet Ski Express, any operation of a PWC rented from or owned by Jet Ski Express, and/or my participation in any activities sponsored by Jet Ski Express. Lessee acknowledges all responsibility for the safe and proper operation of the personal watercraft and for the safety and welfare of other boaters and persons. It is agreed and understood by Lessee that Jet Ski Express and its directors, officers, shareholders, member. Agents, employees, representative, successors and assigns shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the personal watercraft. Lessee further agrees to indemnify and hold harmless Jet Ski Express and its directors, officers, shareholder, member, agents, employees, representative, successors and assigns from and against any and all claims or loss or damage to property or injuries to persons (including death) resulting through the use, operation or possession of the personal watercraft. Lessee further agrees to release and hold Jet Ski Express and its respective directors, officers, shareholders, members, agents, employees, representative, successors and assigns harmless should loss or damage occur to any Lessee's personal property while carried in or on the personal watercraft or while in Jet Ski Express' possession, including loss or damage caused by fire, water, theft and any cause whatsoever.

_____**D. Lessee ASSUMES THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE**, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating a PWC rented from or owned by Jet Ski Express, and/or while participating in any activities sponsored by Jet Ski Express.

_____**E. ACKNOWLEDGMENT OF RISKS.** Lessee acknowledges that some, but not all, of the risks of participating in the watersport activity include: (1)changing water flow tides, currents, wave action and ships' wakes. (2) collision with any of the following: other participants' watercraft, other watercraft and manmade or natural objects. (3) wind shear, inclement weather, lightning, variances and extreme of wind, weather and temperature. (4)Lessee sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions. (5)collision, capsizing, sinking or other hazard which results in wetness, injury exposure to the elements, hypothermia, and/or drowning. (6) the presence of insects and marine life forms. (7)equipment failure or operator error. (8)heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration. (9)fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident

_____**F. EXPRESS ASSUMPTION OR RISK AND RESPONSIBILITY.** Lessee agrees to assume responsibility for all risks of the activity whether identified above or not (EVEN THOSE RISKS OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). Lessee's participation in the activity is purely voluntary. Lessee assumes full responsibility for himself/herself and any of his/her minor children for whom he/she is responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result in any accident which may occur while Lessee participates in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

G. RELEASE OF LIABILITY. Lessee hereby releases JET SKI EXPRESS, L. L. C., Express Watersports, L.L.C., Parasail Express L.L.C, Banana Boat Express L.L.C, Kayak Express L.L.C, Murrells Inlet Watersports, L.L.C. a South Carolina Limited Liability Corporation, its principals, directors, officers, agents, employees and volunteers, their insurers, individually and each and every land owner, municipal and/or government agency upon whose property an activity is conducted (“owner”) and their insurers, if any, (collectively “Releasees”) FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO LESSEE OF LESSEE’S MINOR CHILDREN AND OF OTHER PERSONS as a result of Lessee’s participation in any activity EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING LESSEE).

H. Lessee has carefully read the Agreement pertaining to the **ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY.** Those provisions are incorporated herein by reference as if set forth in full. LESSEE HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE HAS READ THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISIONS AND THAT HE/SHE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE/SHE IS WAIVING ALL AVAILABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS THAT HE/SHE MAY HAVE AGAINST JET SKI EXPRESS, L.L.C., a South Carolina Limited Liability Corporation, AND ITS EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS and any officer of the company either individually or as a whole. Lessee enters into this Agreement for himself/herself and for any minor children for whom he/she is parent, legal guardian or otherwise responsible.

agree and understand that:

1. RENTAL. In consideration of the Agreement herein, Jet Ski Express does lease to the Lessee a certain PWC and Lessee agrees to lease the PWC from Jet Ski Express on the terms and conditions set forth in this agreement and to pay to Jet Ski Express at the rate stated. There will be no refunds in the event of an early return.

2. DEPOSIT. Lessee agrees to provide Jet Ski Express with a deposit in the amount of Three Hundred Dollars (\$300.00) and/or a credit card and driver’s license to be held for the duration of the ride which deposit shall serve as security for and may be applied against any damage or charges that may be due Jet Ski Express as provided herein. Jet Ski Express’ application of any portion of this damage deposit towards damages or charges shall not be Jet Ski Express’ exclusive remedy for damages, charges or other monies that may be due to Jet Ski Express under this Agreement.

3. S. C. Code of Laws. Lessee understands that that he must be at least eighteen years of age to operate a PWC (SC Code of Laws Chapter 21, Section 50-21-870 (9)(a)). Jet Ski Express requires that Lessee be a licensed vehicular driver. Lessee understands that approved personal flotation devices must be worn at all times (Section 50-21-870(B)(1)(a)).

1. Each person aboard a personal watercraft must wear a United States Coast Guard approved personal flotation device, Type I, Type II, Type III, or Type V, which is properly fitted and fastened.
2. No person shall operate a personal watercraft on the waters of this state after sunset or before sunrise.
3. No person shall operate a personal watercraft on the waters of this state unless such personal watercraft is equipped with a self-circling device or a lanyard-type engine cutoff switch. If equipped with a self-circling device, such device must be fully operational. If equipped with a lanyard-type engine cutoff switch, the lanyard must be attached to the operator’s clothing, body, or PFD.
4. No person shall operate a personal watercraft on the waters of this state in excess of five miles per hour within 100 feet of any moored or anchored vessel, shore, wharf, dock, pier, piling, bridge structure or abutment, or a person in the water.

4. LAWS. Lessee agrees that he/she will operate the personal watercraft in accordance with Jet Ski Express Safety Rules and in accordance with all laws of South Carolina governing the operation of the PWC, included but not limited to local, state and/or federal laws, rules and regulations. Lessee further agrees to personally pay any ticket, citation or suit arising from his/her use of the PWC and agrees to operate the personal watercraft in a safe and law abiding manner.

5. JET SKI EXPRESS SAFETY RULES. Lessee shall familiarize himself/herself with all operating instructions for the PWC. Lessee 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. Lessee represents that he/she is familiar with the operation of the PWC and that he/she has read and understands the Safety Rules and which are incorporated herein by reference and Lessee further agrees to comply and abide with each and every one of these Safety Rules. These rules will be provided to you Both by the guide with verbal instructions and/or a Handout!

_____ **6.** My participation in PWC or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

_____ **7. FAILURE TO OBEY AND LISTEN TO JET SKI EXPRESS' INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.** (Please listen and pay close attention to the certified guides on your trip. They want you to have fun, but more importantly want you to ride safe!)

_____ **8.** My presence on the premises operated by Jet Ski Express and/or my participation in the PWC or boating activities organized by Jet Ski Express exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, Jet Ski Express, and/or others.

_____ **9.** PWC or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to **pregnant women**. I am not aware of any physical or mental conditions that may affect my ability to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

_____ **10. I will NOT** participate in any PWC or boating activities sponsored by Jet Ski Express while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of Jet Ski Express' staff and or South Carolina's Department of Natural Resources to be impaired by said substances I further agree that my rental will be terminated and no refund will be provided.

_____ **11.** In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to Jet Ski Express. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.

_____ **12.** Jet Ski Express reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of Jet Ski Express.

_____ **13.** Jet Ski Express will provide me with oral instructions concerning the operation of the PWC or other watercraft that I am renting from Jet Ski Express. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

_____ **14.** When operating a PWC, I, the operator will allow sufficient time and distance to stop the vessel. I realize that riding a PWC is not like driving a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

_____ **15.** PWC and other jet-powered boats **DO NOT STEER OR TURN WITHOUT PROPULSION.** I understand that I must apply throttle to steer and turn the PWC or jet-powered boat while traveling at speeds in excess of 6 knots. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept.

_____ **16.** I will have the opportunity to inspect the PWC or other watercraft that I am renting from Jet Ski Express before I board the vessel. I will not participate in any PWC or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection.

_____ **17.** I acknowledge that Jet Ski Express is not a manufacturer of the PWC/boat that I am renting and it does not make any representations or warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat.

_____ **18.** I agree that I will not allow any other person to operate the vessel that I am renting from Jet Ski Express unless that person is a Jet Ski Express employee or agent.

_____ **19.** I agree to return the vessel that I have rented from Jet Ski Express within the rental period that I negotiated. If I fail to return the vessel to Jet Ski Express for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.

_____ **20.** I understand that Jet Ski Express is not the only business offering PWC/boat rentals in Murrells Inlet, SC and my decision to rent from them is "MY" choice.

21. IT IS MY DUTY TO ASK JET SKI EXPRESS TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY PWC OR BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY MURRELLS INLET WATERSPORTS.

22. 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 cost rentals due to damage to any vessel. I agree to **IMMEDIATELY REIMBURSE** Jet Ski Express 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 Jet Ski Express plus actual installation/repair costs billed to Jet Ski Express by repair facility.

23. I understand that I am responsible for the PWC that I am renting as well as any PWC, boat, structure, or any other matter or property that I may come in contact with. If I am involved in any type of accident that damages the property of Jet Ski Express I will pay them for their losses **IMMEDIATELY!**

SIGNING BELOW CERTIFIES THE FOLLOWING:

HAVE READ THE ABOVE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISION AND IN CONSIDERATION OF BEING PROVIDED WITH WATERSPORT RECREATIONAL PROPERTY OR SERVICES AND/OR BEING ALLOWED AS A PASSENGER ON A PWC FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, I AGREE TO BE BOUND BY THE AFORESTATED PROVISIONS CONTAINED WITHIN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST JET SKI EXPRESS, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS. I HAVE READ THE TERMS AND CONDITIONS OF THIS PERSONAL WATERCRAFT RENTAL AGREEMENT AND AGREE TO THEM.

LESSEE IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF A CRAFT SUCH AS THE PWC RENTED. LESSEE HAS READ THE RENTAL AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS AS SET FORTH.

Printed Name of Lessee

Signature of Lessee

Date of Birth of Lessee

Date

Printed Name Of Passenger

Signature of Passenger

Date of Birth of Passenger

Date

FOR PASSENGERS UNDER THE AGE OF 18

Printed Name of Minor

Printed Name of Parent/Legal Guardian/Responsible Party

Date

Signature of Parent/Legal Guardian/Responsible Party

Street Address: _____

City: _____ **State** _____ **Zip** _____ **Phone** _____

Don't let this happen to you! Please stay 100 feet from everything at all times!



Total Cost of PWC: \$

REPAIR TABLE:

- | | | |
|-----------------------|-------------------------|------------------------------------|
| 1. Hood \$610 | 6. Corner Rub-rail \$15 | 10. Side Rub-rail \$105 |
| 2. Windscreen \$25 | 7. OPAS Paddle \$45 | 11. Front Rub-rail \$40 |
| 3. Key \$55 | 7a. OPAS Ass. \$100 | Fiberglass Damage \$85 per SQ Inch |
| 4. Reverse Lever \$30 | 8. Sponson \$95 | Sm Gelcoat Damage \$20 per SQ Inch |
| 5. Rear Rub-rail \$85 | 9. Decal \$20 | Lg Gelcoat Damage \$70 per SQ Inch |

Rules For Riding

- You must follow the Instructions of the Waverunner/Jet Ski Guide at all times.
- You must wear a Life vest at all times.
- You must have a Lanyard attached to wrist and Kill switch of Jet Ski at all times.
- You must obey "No Wake Zones" at all times.
- You always look around before you turn. No sharp turns.
- No reckless operation is allowed.
- No splashing other boaters or skis.
- No jumping wakes of other boaters.
- You must not ride ski within 100 feet of a dock or moored vessel/ boat.
- You must not be under the influence of drugs or alcohol.
- Pregnant women, or persons with bad backs or Heart conditions can not rent skis.
- Jet ski must be boarded from the rear.
- Jet ski has no brakes.
- You must be 100 Feet from another ski at all times.

Safety first!!! Any Violations of these rules will result in termination of the ride and no refund.

I have read the above rules and understand _____
Printed Name of Lessee

Signature of Lessee

