

ELEVATION WATERSPORTS

Colorado's premier Watersports Rentals

RENTAL SAFETY CHECKLIST:

RENTER NAME: _____

Individuals renting a watercraft fitted with a motor are required to complete a Safety Checklist.

PLEASE INITIAL EACH BOX ON THE FORM AS THE SUBJECT IS COVERED BY THE RENTAL OPERATOR / OUTFITTER.

BOATING SAFETY RULES

_____ I, the watercraft operator, confirm that there are **the appropriate number and sizes of approved personal flotation devices or life jackets in the boat** for the number of people on board. They must fit and should be worn. I am aware that persons operating a watercraft without the appropriate number and sizes of approved personal flotation devices or life jackets may be subject to ticketing and a fine.

_____ I, **the watercraft** operator, am aware that it is illegal to operate a watercraft, or to permit others to do so, **when under the influence of alcohol**, narcotics, or barbiturates.

_____ I, the watercraft operator, will **only allow people who have completed and signed a rental boat safety checklist**, valid for the duration of this rental or have other proof of competency, **to operate this watercraft**. I am aware that persons operating a watercraft without proof of competency/age, may be subject to ticketing and a fine.

_____ I, the watercraft operator, **have been shown how to use, and know the location of safety equipment** required under the small vessel regulations. I am aware that persons operating a watercraft without the required safety equipment may be subject to ticketing and a fine.

_____ I, the watercraft operator, understand that **watercraft fitted with motors must keep clear of non powered watercraft**. I also understand that I am responsible for my own wake and wash and the effects that it can have on other watercraft, property, wildlife and the environment.

_____ I, the watercraft operator, **when involved in an accident must stop, offer assistance and give my identity**.

OPERATION OF THE CRAFT

_____ I, the watercraft operator, am aware of how to **responsibly operate a watercraft and to share waterways** in a courteous and respectful manner with others involved in all water-related activities.

_____ I, the watercraft operator, confirm that the **maximum load capacity and number of persons** in the watercraft **will not exceed the amount stated on the capacity plate**. If a capacity plate is not fitted, the load capacity and number of persons in the watercraft shall not exceed the manufacturer's recommendation.

_____ I am aware of the proper way to distribute weight in the water craft for a safe and comfortable ride and **I will keep my passengers in the safest positions at all times** - always seated while underway.

_____ I, the watercraft operator, **have been shown the proper procedure for starting and shutting off the engine** and will make sure no person is in the water within the vicinity of the water craft before starting and while running the motor.

_____ I, the watercraft operator, **have been shown and understand the operation of the throttle and gear-shift lever**.

_____ I, the watercraft operator, know where and **how to operate the ignition cut-off (kill) switch**. While operating a personal watercraft, I will stay tethered to it at all times.

_____ I, the watercraft operator, am aware of **how to depart and approach the dock in a safe and proper manner**.

_____ I, the watercraft operator, am aware of **how to respond to grounding, capsizing, and re-boarding**.

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LOCAL HAZARDS AND CONDITIONS

_____ I, the watercraft operator, am aware of the local navigational aids and their meaning, as well as local hazards and local regulations.

_____ I, the watercraft operator, shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions - changes in weather can occur quickly creating conditions dangerous to recreational boats.

Boat Type: _____ Motor Type _____

Description: _____

Maximum Number of Persons/ Weight Permitted in Boat: _____

Date of Rental: _____ Duration of Rental : _____

Customer Signature: _____ Date: _____

Rental Representative's Signature: _____ Date: _____

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COLORADO RENTAL AGREEMENT: WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

YOU MUST BE 21 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OVER THE AGE OF 21.

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity ("Rental Agreement") is applicable to all renters, operators, passengers, and users of equipment provided by Rental Company. *(For purposes of this Rental Agreement, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Elevation Watersports). The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Rental Company.

_____ INITIAL

II. EXPRESS ASSUMPTION OF RISK-CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

_____ INITIAL

III. RELEASE/ COVENANT NOT TO SUE - CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN. AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

_____ INITIAL

IV. INDEMNITY/ LIABILITY TO THIRD PARTIES-CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.

_____ INITIAL

****Initials certify that I have read and agree to all of the above terms, conditions and release of liability.**

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V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of Colorado . In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft, equipment and services. I enter into this Rental Agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING.
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY
Signature below indicates that you have read this entire document and agree to its terms and conditions.

Print Name:	Under 18? Give age:	Signature or Guardian's Signature:	Date:
Renter:			
1. _____	_____	_____	_____
Operators/Passengers:			
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____

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SECURITY DEPOSIT

BOAT SECURITY DEPOSIT

- All boats are subject to a \$2000 security deposit.
- Your deposit will only be refunded if your boat is returned in the same condition it left.
- Deposits are NOT refunded on the same day of rental. All boats are inspected upon return to the dock and refunds are processed the next business day if applicable.
- There is a \$200 charge if you lose your towable tube.
- There is a \$500 charge if you lose your wakesurf, wakeboard, or water skis.

The following list includes, but is not limited to, the possible ways your deposit may be forfeited. Your security deposit will **NOT be refunded** if any of the following are present when the boat is returned:

- PROPELLER / IMPELLER DAMAGE
- BIMINI TOP DAMAGE
- BENT OR DAMAGED LADDERS
- HULL DAMAGE
- DAMAGE TO BOAT INTERIOR FLOORING, SEATING, ETC
- EXCESSIVE DIRT, GARBAGE, OR SPILLS INSIDE THE BOAT
- IF YOU HAVE BEACHED THE BOAT
- EVIDENCE OF RECKLESS OPERATION
- REFUSAL TO PAY FOR GAS CONSUMED

Loss of your rental deposit does not release you from your responsibility for the cost of damages incurred to your rental.

JET SKI SECURITY DEPOSIT

- All jet skis are subject to a \$1000 security deposit.
- Your deposit will only be refunded if your jet ski is returned in the same condition it left.
- Deposits are NOT refunded on the same day of rental. All jet skis are inspected upon return to the dock and refunds are processed the next business day if applicable.

The following list includes, but is not limited to, the possible ways your deposit may be forfeited. Your security deposit will **NOT be refunded** if any of the following are present when the jet ski is returned:

- IMPELLER DAMAGE
- ROPE IN THE IMPELLER
- THE JET SKI HAS BEEN ROLLED OVER
- THE JETSKI HAS INGESTED WATER IN THE ENGINE
- HULL DAMAGE
- EVIDENCE OF RECKLESS OPERATION
- HAS BEEN TOWING ANY WATER SPORTS
- IF YOU HAVE BEACHED THE JET SKI
- EVIDENCE THAT IT HAS BEEN TOWED OR USED TO TOW ANOTHER WATER VEHICLE
- REFUSAL TO PAY FOR GAS CONSUMED

Loss of your rental deposit does not release you from your responsibility for the cost of damages incurred to your rental.

BOAT OR JET SKI RESCUE

If you have any issues with proper operation of your rental please call us immediately. To prevent damage to your rental do NOT attempt to tow or be towed back to the docks unless authorized by Elevation Watersports . We will make every effort to remedy the issue so that you can enjoy your time on the lake. You are responsible for watching your gas gauge. We do not offer rescue services for boats that have run out of gas due to boater negligence. Depending on the location you run out of gas, you may be required to call BoatUS for rescue services which may cost you several hundred dollars. Please boat responsibly.

Customer Signature: _____ Date: _____