

**WOW Rental Agreement
Chandler, AZ 85225
602.900.3277**

WOWrentalsaz@gmail.com

_____ (Primary Renter Name)
_____ (Renter Address)
_____ (Renter City, State, Zip)
_____ (Renter Contact Phone)
_____ (Renter Email)

**THIS JET-SKI RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN RENTER(S) AND WAVES ON WATER RENTAL**

- 1. TAX AND FUEL:** All rentals units will come with a full tank of gas. At the end of the rental credit card on file will be used to replace fuel used at AZ current gas rates. If the renter runs out of gas and abandons the watercraft a refueling charge will be applied of \$100 plus the cost of fuel used. Any towing service will be charged at \$150.
- 2. INSPECTION OF EQUIPMENT-** Owner(s) certify that the jet-ski(s) are in good mechanical and physical condition. Renter(s) will inspect said Equipment and leases the same without any representations by Owners(s). If equipment has damage or problems Renters(s) must report damage on the provided form. Renters(s) will be held responsible for any damage to the ski that is not reported at the time of delivery.
- 3. DAMAGES TO EQUIPMENT -** The Damage Deposit: A damage deposit of \$500.00 will be collected for each watercraft rented. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to Waves on Water as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items are **in any way** lost, stolen or misplaced during the rental period. Should any damages exceed the \$500.00 damage deposit, Waves on Water will provide an itemized repair bill, including lost rental time (Only applies to four strokes-lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest. **User shall be responsible for damages at and beyond the \$500 (100) damage deposit.**

PLEASE BE AWARE: Major problems that can arise are few but costly. For example, for damage to the impeller can cost several hundred dollars for debris sucked into the jet ski while damage to the engine due to overheating because of debris being sucked in can cost several thousand dollars. See damage sheet for some potential costs.

4. THEFT OR LOSS: In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment

5. INSURANCE: Waves on Water offers NO insurance coverage for equipment damages incurred during your rental period. Please check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

6. JET-SKI OPERATION: Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party to operate the equipment. Renter(s) will be responsible for all such operation. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs. Renter(s) will be responsible for the operation of the equipment within all laws.

7. **JET-SKI USE:** The Renter(s) agrees not to permit the use of or to use the jet-ski for transportation of persons or property for hire and **not to allow more than three persons or the maximum listed weight** upon the jet-ski at any one time.

8. **REPAIRS – SERVICE CALLS:** Renter(s) acknowledges and understands that Owner(s) cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the Owner(s). Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Renter(s) oversight or neglect or misuse, Renter(s) agrees that the repair call costs may be deducted from the Renter(s) security deposit.

9. **LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that Owner(s) shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to Owner(s). Renter(s) agree to hold Owner(s) harmless from and against any such claims.

10. **RETURN OF EQUIPMENT:** Renter(s) acknowledges and understands that they will return the Equipment to dock at an agreed upon time on the end date of this contract.

LIABILITY AGREEMENT

A. **RELEASE, REMISE, AND DISCHARGE** Waves on Water, the owners and operators of the PWC and boating activities sponsored by Waves on Water (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 related to my presence on the premises occupied by Waves on Water, and/or my participation in any activities sponsored by Waves on Water. **INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES’ NEGLIGENCE.**

B. **AGREE 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 use of any property owned or leased by Waves on Water, whether or not these injuries or damages were caused by the releasees’ negligence.

C. **AGREE 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 Waves on Water, my operation of a PWC rented from or owned by Waves on Water., and/or my participation in any activities sponsored by Waves on Water.

D. **ASSUME 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 Waves on Water., and/or while participating in any activities sponsored by Waves on Water.

I agree and understand that:

1. 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.

1. My presence on the premises operated by Waves on Water and/or my participation in the PWC or boating activities organized by Waves on Water 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, Waves on Water, and/or others.

1. 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.

1. I will NOT participate in any PWC or boating activities sponsored by Waves on Water while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of Waves on Water I agree that my rental will be terminated and no refund will be provided.

1. 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 Waves on Water. 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 into any accident.

1. Waves on Water reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. If a ride is cancelled due to bad weather Waves on Water reserves the right to either prorate a monetary return in place of time lost or may issue a voucher for a rental another time and or date.

1. I will have the opportunity to inspect the PWC or other watercraft that I am renting from Waves on Water 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.

1. I acknowledge that Waves on Water is not a manufacturer of the PWC/boat that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat.

1. I agree that I will not allow any other person to operate the vessel that I am renting from Waves on Water unless that person is a Waves on Water employee or agent.

1. I agree to return the vessel that I have rented from Waves on Water within the rental period that I negotiated. If I fail to return the vessel to Waves on Water 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.

1. I understand that Waves on Water is not the only business offering PWC/boat rentals in Chandler, AZ and my decision to rent from them is "MY" choice.

1. IT IS MY DUTY TO ASK WAVES ON WATER 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 WAVES ON WATER.

15. **ENTIRE AGREEMENT** - The Renter(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.
Waves on Water

By: _____

User Signature

Printed Name

Drivers License Number

Date _____