



WAIVER AND RELEASE

I. DISCLAIMER

This Waiver and Release applies to all renters, operators, passengers, and users of equipment provided by Nooski Watersports Rental; Noonie's Creations LLC. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Nooski Watersports Rental). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Nooski Watersports Rental all potential operators, passengers, and users of said rental equipment. Renter further agrees that if he/she fails to notify Nooski Watersports Rental 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 losses arise out of the negligence of Nooski Watersports Rental.

II. RELEASE AND WAIVER OF CLAIMS

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, Release, and forever discharge Nooski Watersports Rental, Nooski Watersports Rental Rentals' agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the watercraft; or in any way arising out of the rental relationship between Renter and Nooski Watersports Rental.

III. LIABILITY TO THIRD PARTIES

Renter hereby agrees that he/she will indemnify and hold harmless Nooski Watersports Rental 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 activities related to the rental, operation, or use of equipment provided by Nooski Watersports Rental.

IV. ASSUMPTION OF RISK

Renter acknowledges that the activities for which the watercraft is designed to include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Craft.

V. ACCEPTABLE USE

Renter agrees and acknowledges that he/she will be the sole operator of the watercraft, and will use the watercraft in a careful, safe, and conscientious manner. Renter shall always observe and



adhere to any rules and guidelines posted by Nooski Watersports Rental, and any applicable laws or regulations.

VI. PROHIBITED ACTIVITIES

Renter shall not violate any of the following rules and regulations during his/her operation of the watercraft:

1. There are no additional passengers permitted on the Craft unless expressly allowed by Nooski Watersports Rental in writing before use.
2. There is no smoking while on the Craft.
3. There are no alcoholic beverages permitted on the Craft. Nooski Watersports Rental reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
4. There are no pets permitted on the Craft.
5. There is no fishing allowed from the Craft, and no swimming permitted for Renter during the use of the Craft.
6. There is no docking of the Craft at any location other than the Nooski Watersports Rental designated docking area, except in the case of emergency.

VII. AGE

Renter is at least 21 years of age. No one under the age of 18 will permitted to operate the Craft.

VIII. UNSAFE USE

If at any time Nooski Watersports Rental determines that Renter has engaged in an unsafe or hazardous use of the watercraft, Nooski Watersports Rental may immediately terminate the rental. Upon notification of termination, Renter must return the Craft to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Nooski Watersports Rental shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

IX. CONDITION OF WATERCRAFT UPON RETURN

The Renter shall return the watercraft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the watercraft during the rental period. Nooski Watersports Rental shall retain any portion (or all) of Renter’s damage deposit as necessary to cover repairs for such damage. To the extent that damages to the watercraft exceed the amount of the security deposit, Renter shall be billed by Nooski Watersports Rental for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees.

X. LATE RETURN

If Renter returns the watercraft to the designated docking area more than 20 minutes after the scheduled “Time In,” Renter shall forfeit his/her security deposit. Late return of rentals will be



assessed a prorated amount based on the applicable hourly rental rate for that piece of watercraft as determined solely by Nooski Watersports Rental staff.

Renters are responsible not only for additional rental time but also for additional fees as mentioned above, including but not limited to taxes, fees, booking fees, fuel surcharges, incidentals, and lost rental time. If another customer has the watercraft booked for a time that immediately follows the reservation in question, and Nooski Watersports Rental loses that rental and the watercraft has been returned 30 or more minutes late, Renter will be responsible for lost rental time as well, regardless of the duration of the other rental.

Renter has read and understands all the terms, conditions, and rules set forth above, and agrees to all terms without reservation.

IF THE JET SKI IS TURNED/FLIPPED OVER YOU LOSE YOUR FULL DEPOSIT

Lost key fee: \$250

Deposit: \$250

Nooski Watersports Rental; Noonie's Creations LLC

Noonie's Creations LLC

Renter Signature

Renter Signature

