

Boat Rental Contract
R&JW Holdings LLC
(608) 618-2013
W12855 State Road 188
Lodi, WI 53555

*Note new law: Boat and jet ski drivers born on or after January 1, 1989 must complete a boating safety course that is accepted by the Wisconsin DNR. We recommend you complete the safety course online. All renters MUST be at least 25 years of age to rent the Pontoon boat.

RENTAL FEES:

- Maximum of 8 people
- Weekly Rentals only from May 15th – September 30th - \$850.00/week - plus fuel and tax
- 3-Day Rentals all other times - \$450.00/3-day - plus fuel and tax

ENTRY TO ROCK LAKE IS NOT ALLOWED

IT IS THE RESPONSIBILITY OF THE LESSEE TO READ ALL PAGES OF THIS AGREEMENT PRIOR TO OPERATION OF WATERCRAFT. THIS AGREEMENT IS AUTOMATICALLY ACCEPTED BY LESSEE UPON PAYMENT OF MONEY OR OPERATION OF WATERCRAFT BY ANY MEMBERS OF LESSEE'S PARTY.

In consideration of the agreement herein, R&JW Holdings LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED, AND THAT OR OTHER ACCESSORY EQUIPMENT IS IN SUITABLE AND ACCEPTABLE CONDITION. THAT HE/SHE WILL OPERATE THE CRAFT IN A SAFE MANNER IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THE CABIN OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE **MALFUNCTION/BREAKDOWN** CLAUSE WHICH FOLLOWS.

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown on the boat plaque.

I authorize and allow R&JW HOLDINGS LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, or tax. Boat must be refueled with **PREMIUM UNLEADED GASOLINE**.

A major credit card is required (VISA, MasterCard, Discover, American Express or Debit) upon booking and shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE.

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose.
- b. of the rental craft in a careless or negligent manner.
- c. of the rental craft while under the influence of liquor or narcotics; or any other drugs
- d. by any other person not the signatory of the agreement, or not equally qualified.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft, and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FUTURE AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft, or any other causes whatsoever.

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSEE: _____ DATE: _____

THIS AGREEMENT IS AUTOMATICALLY ACCEPTED BY LESSEE UPON PAYMENT OF MONEY OR OPERATION OF WATERCRAFT BY ANY MEMBERS OF LESSEE'S PARTY.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by R&JW Holdings, LLC. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of R&JW Holdings, LLC. 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 R&JW Holdings, LLC. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify R&JW Holdings, LLC. 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 of R&JW Holdings, LLC.

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by R&JW Holdings, LLC. at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence of R&JW Holdings, LLC.

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that R&JW Holdings, LLC. shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any 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 R&JW Holdings, LLC., including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that R&JW Holdings, LLC. shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that R&JW Holdings, LLC. shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY R&JW HOLDINGS, LLC. whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by R&JW Holdings, LLC.

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless R&JW Holdings, LLC. 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 R&JW Holdings, LLC., even if such damages arise out of the negligence of R&JW Holdings, LLC.

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against R&JW Holdings, LLC for R&JW Holdings, LLC's negligence.

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

*****READ RELEASE BEFORE SIGNING*****

RENTER Date

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER