

BIG PAPA PONTOONS, LLC
N5094 County Rd P, Rubicon, WI 53078
414-870-7586

Rental Date: _____

Contact Number: _____

Reservation Date: _____

BOAT RENTAL AGREEMENT

Renter's Name (Driver): _____

Phone: _____

Address: _____

D.O.B.: _____

Email: _____

Driver's License #: _____

Credit Card Number / Expiration Date / Type: _____

BIG PAPA PONTOONS, LLC hereby agrees to rent the following boat _____ (the "Boat") to Renter, upon the condition that Renter agrees to all terms and conditions set forth in this Agreement, including the **Indemnification, Covenant Not to Sue and Hold Harmless** provisions.

The Boat shall be rented for the time period and hourly rate specified as follows:

Time Out: _____

Time In: _____

Rate: ½ Day Full Day 2 Days 3 Days **Other:** _____

Total Rental Amount: _____

Security Deposit: _____

GENERAL ACKNOWLEDGMENTS:

1. Renter is responsible to keep track of his own time and agrees to pay for all overtime use of Boat at the rental rate of \$15 per 15 minute interval.
2. Regardless of the party at fault, Renter agrees to be responsible for any loss or damages to Boat and/or equipment and to immediately pay and reimburse Big Papa Pontoons, LLC for any replacement, repairs, or other expenses resulting from such damage. Renter authorizes Big Papa Pontoons, LLC to use the credit card on file to satisfy any costs of damage or loss. This liability shall be joint and several with all undersigned Renters.
3. Renter agrees to pay all costs and expenses, including actual and reasonable attorneys' fees incurred by Big Papa Pontoons, LLC in enforcing this rental agreement, including but not limited to, collecting the rental sum due, regaining possession of the Boat, and/or recovering sums due for damages caused to the Boat or equipment during the rental period. This liability shall be joint and several with all undersigned Renters.
4. Renter understands and agrees to forfeit the remaining contracted time if the Boat is not operated according to the "Wisconsin State Boating Laws" a copy of which will be supplied to Renter upon his or her request. Renter also recognizes that Big Papa Pontoons, LLC may find it necessary to terminate the activity due to forces of nature, medical necessities or other problems. Likewise, Big Papa Pontoons, LLC may refuse or terminate the participation of any person Big Papa Pontoons, LLC determines to be incapable of meeting the rigors of participating in the activity. Renter accepts

Big Papa Pontoons, LLC's right to take such actions for Renter's safety and/or the safety of other participants.

5. Renter understands and agrees that subleasing of the Boat is strictly prohibited under this rental agreement.
6. Renter agrees that any film or photographs of them as participants become property of Big Papa Pontoons, LLC and may be used for promotional or commercial purposes.
7. Any child under the age of 12 must wear a life jacket at all times.

Motorboat or P.W.C. operators MUST have a boaters safety education certificate if born after January 1, 1989.

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

1. The driver is not allowed any alcoholic beverages.
2. There are no pets permitted on the Boat.
3. NO SWIMMING permitted for Renter or Renter's passengers during the operation of the Boat. (Be sure the motor is off and nobody goes near the motor. The propeller is very sharp and could cause severe injuries or death.) No diving from the boat is permitted as it could be shallow water.

GAS CONSUMPTION: You are receiving the Boat with a full tank of gas. It is to be returned with a full tank of gas. If not returned with a full tank of gas, you will be charged a flat cash fee of \$75.00.

CONDITION OF BOAT UPON RETURN: Each Boat is in good condition. The Renter shall return the Boat to the designated docking area clean, free of garbage and debris, and in the same good condition as it was in when given to Renter. In the event that any damage to the Boat or any equipment occurs as a result of the Renters or another participant's willful actions, negligence, carelessness or recklessness, Renter shall be responsible for any damage caused to the Boat and costs associated with any such actions. Big Papa Pontoons, LLC shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Boat exceed the amount of the security deposit, Renter shall be billed by Big Papa Pontoons, LLC for the full amount of damages caused during the rental period (including actual attorney's fees incurred), and shall be liable to Big Papa Pontoons, LLC for the full amount of damages. *This liability shall be joint and several with any other person signing this Agreement.*

OPTION TO PURCHASE RELIEF FROM AGREEMENT: Renter understands that they may opt-out and purchase relief from this Agreement for a nonrefundable and additional payment of \$175.00. This payment is due immediately upon execution of this Agreement. Renter understands and agrees that this purchase does not constitute a contract of insurance but constitutes a negotiated release of ONLY COVENANT NOT TO SUE & INDEMNIFICATION, HOLDHARMLESS, AND DEFEND provisions of this Agreement that would otherwise be binding upon Renter. All other sections of this Agreement shall remain in full force and effect and shall not be waived.

_____: I CHOOSE TO PURCHASE THE RELEASE FOR \$175.00. (Option 1)

_____: I CHOOSE NOT TO PURCHASE THE RELEASE AND TO BE BOUND BY THE AGREEMENT IN ITS ENTIRETY. (Option 2)

*If neither option is marked, Option 2 shall apply.

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport or activity associated with watersports, the presence or use of motorized watercraft, and activities incidental there to (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy the activity for which you may not be skilled, **THE ACTIVITY IS NOT WITHOUT RISK.** The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, cause accidental injury, illness or in extreme cases, permanent trauma or death.

ACKNOWLEDGMENT OF RISKS: Renter acknowledges that the following describes some, but not all, of the risks of participating in the activity: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which Renter(s) are riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Renter’s 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) Getting in or out of the craft; 7) Travel, including travel to or from the activity; 8) The presence of insects and marine life forms; 9) Equipment failure or operator error; 10) Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish Renter’s reaction time and increase the risk of an accident. **RENTER IS AWARE THAT THE ACTIVITY MAY ENTAIL RISKS OF INJURY OR DEATH. RENTER UNDERSTANDS THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH AS A RESULT OF RENTER’S PARTICIPATION IN THE ACTIVITY.**

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: Renter further agrees to assume responsibility for the risks of the activity identified herein and those risks not specifically identified. Renter’s participation in the activity is purely voluntary. No one is forcing Renter to participate. Renter verifies that they are physically fit, not under the influence of alcohol or any drugs at this time, and sufficiently qualified, trained and capable to participate in the activity. Renter assumes full responsibility for themselves and any of their minor children for whom they are responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while Renter participates in the activity.

Renter assumes the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spinal injuries, bite or attack by an animal, insect, or marine life, allergic reaction, shock, paralysis or death. Renter elects to participate in the activity in spite of the risks. Renter is responsible for protecting their skin and eyes from the elements. Renter agrees to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity. This is basic safety precaution and is required. Participation includes riding in any watercraft.

COVENANT NOT TO SUE: Renter hereby covenants not to sue Big Papa Pontoons, LLC and agrees to waive any and all rights, claims or causes of action of any kind arising out of Renter's participation in the activity, except as related to any reckless or intentional conduct by Big Papa Pontoons, LLC or any of its affiliates, and Renter does hereby release and forever discharge Big Papa Pontoons, LLC its affiliates, managers, members, agents, staff, volunteers, successors and assigns, from any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that Renter may suffer as a result of participation in the aforementioned activity. This Section shall NOT apply to loss or harm that Renter suffers due to the reckless or intentional acts of Big Papa Pontoons, LLC or any of its affiliates, managers, members, agents, staff, volunteers, successors and assigns.

MEDICAL AUTHORIZATION: Renter hereby authorizes any medical treatment deemed necessary in the event of any injury incurred while participating in the activity. Renter either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Renter's behalf.

INDEMNIFICATION, HOLD HARMLESS AND DEFEND: THE UNDERSIGNED RENTERS SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND BIG PAPA PONTOONS, LLC AND ITS HEIRS, EXECUTORS, MANAGERS, AGENTS, STAFF, VOLUNTEERS, SUCCESSORS, AFFILIATES, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS BROUGHT BY ANY THIRD PARTY THAT ARISES OUT OF OR RELATES TO ANY INJURY (INCLUDING DEATH), DAMAGE OR LOSS DUE TO ANY ACT OR OMISSION OF RENTER'S CONDUCT OR PARTICIPATION IN THE ACTIVITY, REGARDLESS OF BIG PAPA PONTOONS, LLC NEGLIGENCE.

RELEASE OF LIABILITY: In consideration of services or property provided, Renter, for themselves and any minor children for whom they are a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: Big Papa Pontoons, LLC, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE TO RENTER AND OTHER PERSONS OR PROPERTIES as a result of Renter's participation in the activity. This Release includes any acts, omissions or negligence of the "owner", the operator named above, or any other person (including myself or any entity, their agents, employees, joint ventures, servants, and their insurer(s) and Renter hereby releases and discharges the owner and operator named above, their employees, agents, servants or assigns and their insurer(s) if any, for any such damage.

SEVERABILITY: In the event that any provision contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

FULL UNDERSTANDING OF AGREEMENT: I understand that this Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the undersigned Participant, and Big Papa Pontoons, LLC agree that this Agreement is clear and unambiguous as its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

I affirm that I am 18 years or older, and that I am freely signing this Agreement. I certify that I have read this Agreement, that I fully understand its content and that this Agreement cannot be modified orally. **I am aware that this is a Waiver, Release of Liability, Covenant not to Sue, and Indemnification Agreement,** have full understanding of those terms, and that I am signing it of my own free will.

