

Mr. Wet Jet Rental Agreement

This Rental Agreement (this "Agreement") is made effective as of _____, between Mr. Wet Jet LLC (the "Owner"), and

Full Name Renter: _____ Age: _____

(the "Renter(s)"), and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO RENT. The Renter shall rent jet skis from Mr. Wet Jet LLC.

PAYMENT TERMS. The total rental payment, based on a rates stated below, is due and payable at the time the equipment is delivered. Charges will be computed on the effective date of this Agreement. The Owner accepts the following forms of payment: cash, card, Apple Pay, Android Pay, Venmo, & Zelle. See below for payment recipient details corresponding to the Renter(s) selected method of payment.

Rental Rates:

- 1 Hour: \$150.00 per jet ski
- 2 Hours: \$225.00 per jet ski
- 3 Hours: \$290.00 per jet ski
- 4 Hours: \$335.00 per jet ski
- 6 Hours: \$400.00 per jet ski

Acceptable Forms of Payment:

- Cash: In person
- Card/Apple Pay/Google Pay: Online
- Venmo: @mrwetjet

TAX. Sales and use tax will be collected and remitted.

SERVICE CHARGE. If any Renter(s) does not return the equipment within 30 minutes after the expiration of the Rental Agreement, an additional surcharge of \$75.00 per half-hour (30-minute intervals) will be assessed and added to the total hourly rate as described in the Payment Terms.

SECURITY DEPOSIT. In addition to the rental payment charge, the Renter shall pay a non-refundable security deposit of \$50.00 at the time that this Agreement is signed, whether electronically or in person. Upon delivery of the Equipment to the Renter(s), the \$50.00 security deposit will be subtracted from the total hourly rate, at which point the Renter(s) is required to pay the difference between the hourly rate and the \$50.00 security deposit to assume the right to take possession of the Equipment.

AGREEMENT TERM. This Agreement shall begin and terminate on the above effective date & will remain effective for the entire duration of the rental booking appointment, unless otherwise terminated in a manner consistent with the terms of this Agreement. For the Renter(s) to assume possession of the Equipment, the Renter(s) must provide a valid state issued driver's license or Government issued ID for the Mr. Wet Jet Representative(s) to reference and inspect. The info provided in the original reservation must match the information contained in the driver's license or Government issued ID. Any person who uses the Equipment, as driver and/or passenger, must provide all of the following information where applicable: Full Name, Age, Driver's License/Government Issued ID Number, Address, Phone Number, Email, and Signature. All Drivers of the Equipment must be at least 18 years of age and present an active State Issued Driver's License or Government Issued ID. All passengers on the Equipment must be at least 14 years of age. If, for any reason, the Renter(s) decides to surrender possession of the Equipment, prior to the termination of the Agreement Term, the Renter(s) must contact the Owner immediately to retake possession of the Equipment. The Renter(s) is responsible for the whereabouts and working condition of the Equipment during the entirety of the term the Agreement is effective. Upon termination of the Agreement Term, the Renter(s) shall return the Equipment to the Owner, at which point the Owner reserves the right to inspect the Equipment for neglect and/or misuse.

LOCATION OF EQUIPMENT. The equipment shall be located & operated at

during the Agreement term and shall not be removed from that location without the Owner's prior written consent.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

RENTER'S RIGHT OF INSPECTION. The Owner shall have the right to inspect the equipment during Agreement Term.

RETURN OF EQUIPMENT. At the end of the Agreement term, the Renter(s) shall be obligated to return the equipment to the Owner at the Renter(s) expense.

ACCEPTANCE OF EQUIPMENT. The Renter(s) shall inspect each item of equipment delivered pursuant to this Agreement. The Renter(s) shall immediately notify the Owner of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Renter(s) fails to provide such notice before accepting delivery of the equipment, the Renter(s) will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

RISK OF LOSS OR DAMAGE. The Renter(s) assumes all risks of loss or damage to the equipment from any cause and agrees to return it to the Owner in the condition received from the

Owner, with the exception of normal wear and tear, unless otherwise provided in this Agreement.

INDEMNITY OF OWNER FOR LOSS OR DAMAGES. Unless otherwise provided in this Agreement, if the equipment is damaged or lost, the Owner shall have the option of requiring the Renter(s) to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Owner and subject to this Agreement.

LIABILITY AND INDEMNITY. Renter(s) assumes all responsibility for equipment while in Renter's possession and agrees to return it in the same condition. Renter shall be liable for any loss, theft, destruction, or damage of the equipment. Renter agrees to pay for the regular replacement cost of items lost or damaged beyond repair. Renter should inspect all equipment for safety prior to use. Renter understands that there exist certain risks of injury from the use or misuse of the equipment, including the potential risk of serious injury, disability, or death. Renter knowingly and freely assumes all such risks, both known and unknown, and assumes full responsibility for the use of such items. Renter understands the risks associated with the use of the equipment and understands the safety concerns. Renter agrees for themselves and on behalf of their heirs, assigns, personal representatives and next of kin to release, hold harmless and agree not to sue Mr. We Jet LLC, their officers, agents and employees, with respect to any and all injury, disability, death, loss or damage to person or property, whether caused by the negligence of the Owner or otherwise, except that which is the result of gross negligence or wanton misconduct. Renter understands that this release of liability covers each and every item which Renter has agreed to rent. Renter has read and understands this release of liability and fully understands its terms and fully understands they have given up substantial rights by signing this Rental Agreement and sign it freely and voluntarily without inducement.

CANCELLATION POLICY. Renter(s) assumes all responsibility for providing written advanced notice at least 48 hours prior to the Renter(s)' booking appointment. Cancellations made within 48 hours to the booking appointment will incur a \$20 cancellation fee.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Owner by law, if the Renter(s) is in default under this Agreement, without notice to or demand on the Renter(s), the Owner may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Renter(s) responsible for any deficiency. The rights and remedies of the Renter(s) provided by law and this Agreement shall be cumulative in nature. The Owner shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.

NOTICE. All notices required or permitted under this Agreement shall be deemed delivered when delivered in person, by email, or by mail, postage prepaid, addressed to the appropriate party at the address provided by the Party.

ASSIGNMENT. The Renter(s) shall not assign or sublet any interest in this Agreement or the equipment or permit the equipment to be used by anyone other than the Renter(s), without Owner's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CERTIFICATION. Renter(s) certifies that the reservation, statements, and legal identification submitted to the Owner are true and correct and any material misrepresentation will constitute a default under this Agreement.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SIGNATORIES. This Agreement shall be signed on behalf of Mr. Wet Jet LLC by Rayvon Solomon, Authorized Representative, and by the Renter(s), as first listed above, and shall be effective as of the date & time specified within the Agreement.

OWNER: Mr. Wet Jet LLC

Signature: _____ **Date:** _____

RENTER:

Signature: _____ **Date:** _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Mr. Wet Jet LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WET"), I hereby agree to release, indemnify, and discharge WET, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Jet Ski, WaveRunner, Personal Watercraft and Boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, WET personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WET from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use WET's equipment or facilities, **including any such claims which allege negligent acts or omissions of WET.**
4. Should WET or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against WET, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WET on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at WET. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PROTECTIVE WETSUIT REFUSAL AGREEMENT

I, for myself, and/or on behalf of my child or legal ward, have been fully warned and advised by Mr. Wet Jet LLC that we should wear properly fitted wetsuit bottoms, or clothing that provides equivalent protection, while riding or being around Wave Runners and Jet Skis in order to protect against injuries caused by water forced into body cavities as a result of falling into the water or being near the jet thrust nozzle. Injuries include water forced into the rectum or vagina causing severe internal injuries or death. I understand that by not wearing wetsuit bottoms or equivalent clothing, I will be going against manufacturers' requirements and putting myself at risk for injuries. I realize that I may be subject to injury from this activity and that no form of preplanning can remove all danger. Against the advice of WET, we are declining this critical safety precaution.

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

		Signature	of
_____ Rider (spouse must sign for themselves)		_____ Date	

_____ Signature of parent, guardian and or spouse	_____ Name of additional minor(s) rider(s)	_____ Date
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**MR. WET JET LLC
PERPETUAL WAIVER AND RELEASE
(VALID FOR EACH AND EVERY DATE OF PARTICIPATION)**

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF MR. WET JET LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM MR. WET JET LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MR. WET JET LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

_____ (PRINT YOUR NAME) has read this Waiver and Release and agrees as follows:

1. I recognize and agree that: all risks can never be eliminated, and participating in the activities at **MR. WET JET LLC** involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.
2. On behalf of my minor child/children I fully, and forever waive, release and discharge **MR. WET JET LLC** and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with me or my child's activities with or at **MR. WET JET LLC** including claims involving their own negligence.
3. I agree to indemnify and hold harmless **MR. WET JET LLC** and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons,

corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at **MR. WET JET LLC**, including for claims alleging **MR. WET JET LLC** own negligence.

4. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit **MR. WET JET LLC** whether at the current location or any other location or facility.

I have read the MR. WET JET LLC Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.

Parent Name/Legal Guardian (Print): _____

Address _____

City _____ State _____ Zip _____

Phone Number: _____ Date of Birth _____

Signature _____ Today's date _____ (MM/DD/YY)

NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature

MINOR NAME #1 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #2 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #3 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #4 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy