

You Must Read This Page And Acknowledge The Terms And Conditions Before Booking Your Rental

INDEMNITY:

The Undersigned/The Renter agrees to indemnify, defend, and hold harmless Turtle Beach Water Rentals, its owners, employees, agents, and affiliates from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the use, operation, or possession of the rented watercraft. This includes, but is not limited to, any injury to persons (including death) or damage to property resulting from the Renter's negligence, misconduct, or failure to comply with applicable laws, safety guidelines, or the terms of this agreement. This indemnity obligation shall survive the termination of this rental agreement.

ACKNOWLEDGEMENT:

I, the undersigned Renter, acknowledge that the operation of watercraft involves inherent risks, including but not limited to the risk of serious injury or death, drowning, collisions, capsizing, weather-related hazards, and property damage. I voluntarily assume all risks associated with using the rented watercraft and accept full responsibility for my safety and any passengers or participants under my supervision. In consideration for being permitted to rent and operate the watercraft, I hereby release, waive, and discharge Turtle Beach Water Rentals, its owners, employees, agents, and affiliates from any liability, claims, demands, actions, or causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any other person, or to any property, while using or operating the rented watercraft. I confirm that I am physically and mentally capable of safely operating the watercraft and that I have read, understand, and agree to comply with all rental terms and safety guidelines provided.

VERY IMPORTANT: You must be 18 years old with a Valid driver's license to rent a boat. To legally operate a motorboat (10 horsepower or more) in Illinois, individuals born on or after January 1, 1998, need a valid Boater Safety Certificate. To obtain a Boater Safety Certificate, visit the Boaters Safety Course info at <http://www.boat-ed.com/illinois>.

Rental Procedure & Liability:

- Fuel is NOT included. Pontoon boats must be refueled before returning.

- **4-hour boat minimum / 8-hour minimum on Holiday weekends.**
- **Absolutely no smoking on boats.**
- **Customer is responsible for any damage to equipment and boats.**
- **Inclement weather refunds are at the discretion of TBWR.**
- **72-hour cancellation notice required for full refunds.**

Day Of Rental Procedure

- **Please arrive 30 minutes prior to the scheduled departure time.**
- **It is the customer's responsibility to be on time for your rental.**
- **Penalty fees will apply for late returns. Time will not be extended due to late arrivals.**
- **A minimum of \$100.00 fee PLUS late time, will be charged to all boats returning late.**
- **Early Returns Will NOT result in a refund.**

Read All Of This Agreement Before Clicking "AGREE" to these terms at the bottom of this page. In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and the equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than the craft allows. In the event the craft is not returned at the time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE NOTED ABOVE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented in this agreement.

I (WE) HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT AND THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Additional Terms And Conditions:

- 1. The LESSEE acknowledges he/she will carefully examine the craft and will alert the staff of TBWR if there are any issues, damages, or missing items PRIOR to leaving the dock and beginning the rental period.**
- 2. A \$500.00 deposit 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 equipment, or to be applied to the rental charges upon return of the craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek**

its further damages at law or equity.

3. LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;**
- b. of the rental craft carelessly or negligently;**
- c. of the rental craft while under the influence of liquor and/or narcotics;**
- d. of the rental craft by any other person not the signatory of this Agreement, or not equally qualified.**

4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and person. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR 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 of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this AGREEMENT by LESSOR, including expenses incurred in and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that the Venue of any action hereunder, shall be in the county and state of LESSOR. This Agreement shall be governed by the laws of the state of LESSOR.

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

7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject of the return of the rental craft by the previous lessee, or any other cause beyond the LESSOR'S control.

8. LESSOR reserves the right to cancel this Agreement due to inclement or impending bad

weather. Rental fees will be prorated based on the time used.

9. 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 heshe has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.

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

11. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.

More Important Safety & Rental Information:

- **Children 13 years of age and under are required by state law to always wear a life jacket on the boat, unless anchored. Life jackets are provided.**
- **Tubing/Skiing is NOT allowed on any vessel.**
- **All laws and regulations, no wake area, etc. must be strictly adhered to. Channels/No wake areas are 5mph. This includes within 150ft from the shoreline.**
- **Make sure to distribute passenger weight evenly throughout the vessel.**
- **If at any point you hear an alarm go off, shut the engine off, anchor and call us.**
- **Our boats are allowed on all lakes that are North of the Route 12 bridge. You CANNOT go south of the bridge to Pistakee Lake or the Fox River. A \$100.00 per hour service charge will be added to the rental if a breakdown occurs on another lake and a mechanic must come out to the breakdown site.**
- **A minimum of \$100 fee PLUS late time will be charged to all boats returning late.**
- **No smoking at any time on any vessel.**
- **No Grills/BBQ on boats.**
- **All boats must be returned clean, and all garbage must be disposed of.**
- **There is a \$500.00 Deposit required for damage, equipment loss, late fee charges. The renter is responsible for ALL damages. This is a HOLD on your credit card that will be returned within 3 days.**

- **Fuel is NOT included on boat rentals; you must top off the tank before returning. You will be charged (market price) if TBWR needs to refuel.**