

WATERCRAFT RENTAL AGREEMENT

This agreement is made by and between MIYO'S ISLAND Co. of Put-in-Bay, Ohio and
(name) _____
(address) _____
(city) _____ (state) _____ (zip) _____,

the understood User (hereinafter referred to as "User"). The headings on the Rental Agreement are for convenience and shall not be used to interpret or construe its provisions.

Right of Refusal: At anytime MIYO'S ISLAND Co. may, for any reason, terminate or refuse the lease.

Rental: The total dollar sum and deposit of the rental units and accessories shall be fully paid in advance of taking possession of the water crafts. The User will be renting starting on _____ / _____ (date/time) until _____ / _____ (date/time) for a total rental fee of \$ _____, not including a damage deposit.

The Damage Deposit: A damage deposit of \$500.00 will be collected for each watercraft rented. Upon both the dropping off/delivery and return, a MIYO'S ISLAND Co. representative will inspect the watercraft for damage. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to MIYO'S ISLAND Co. as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these are in any way lost, stolen, or misplaced during the rental period. Should any damages exceed the \$500 damage deposit, MIYO'S ISLAND Co. will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill and stops when the watercraft is once again available for rental.) The itemized repair bill, including lost rental time, must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest. **User shall be responsible for damages at and beyond the \$500 damage deposit.**

Late Watercraft Return Fee: If a machine is returned after the agreed return time a Fee of \$50.00 for each half hour will apply. If the watercraft is returned 1(one) hour or more late, each additional hour will incur a late fee of \$100.

Use of Watercraft: The intention of MIYO'S ISLAND Co. is to provide an enjoyable means of outdoor recreation. The watercraft may not be used for towing, sub-leasing, racing, or any illegal purpose. Each machine must be operated by an adult, 21 years of age or older, and in a safe and competent manner. Drivers and passengers of the rented watercraft will be solely responsible for any individual fines and penalties due to violations of the law. Any and all charges related to the impoundment or retrieval of the watercraft will be charged to the User, along with any lost rental time.

Use of a Trailer: The intention of MIYO'S ISLAND Co. is to provide convenience when rental watercraft. If a watercraft, of any kind, is rented with a trailer, the User will be responsible for any and all damages to the trailer, him/herself, or anyone or anything else while user the trailer during the rental period. The User will be obligated to pay for these damages, plus down rental time while the trailer is being repaired.

Maintenance: The watercraft will come full of fuel and oil upon drop off/delivery. It is the User's responsibility to keep it full thereafter. The watercraft must be returned 75% or ¾ full of gas or the User will pay a \$30 fuel fee. The watercraft requires unleaded gasoline. If the User is renting the watercraft for an extended time period, oil may need to be added. It is very important that the User use _____ injection oil. Damages resulting from the use of improper oil or failure to add oil when needed will be charged to the User.

I HAVE READ AND AGREE TO THE TERMS ON THIS RENTAL CONTRACT.

By _____

User Signature

Serial Number _____

Printed Name

Driver's License Number

_____/_____/_____
Date of Birth

Damage Deposit

MIYO'S JETSKI RENTAL LLC
14 Bath st.
Put-In-Bay, OH 43456
419-285-7547

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by MIYO'S ISLAND Co. LLC to participate in the water recreation activities that they offer, including any instruction that the employees of MIYO'S ISLAND Co. LLC provide, I agree to the following waiver and release and make the following representations.

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS INVOLVED IN WATER SPORTS ACTIVITIES.

I release that these risks include, but are not limited to: any injury incurred while exiting, entering, or being within or around the boat, putting on any and all equipment, actively using any equipment, participating in any and all activities the MIYO'S ISLAND Co. LLC offers such as, but not limited to kneeboarding, tubing, wake boarding, wake skating, wake surfing, water skiing, swimming, air chair, touring lakes, para sailing, and all other activities that MIYO'S ISLAND Co. LLC offers. I acknowledge that the above list is not inclusive of all possible risks associated with the water recreational activities and I agree that said list is in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISKS INVOLVED**

_____ (initial).

I voluntarily agree to assume all risks of personal injury, including paralysis or death, that may occur while I am with MIYO'S ISLAND Co. LLC, or participating in any event or activity offered by MIYO'S ISLAND Co. LLC whether or not under the supervision of MIYO's ISLAND Co. LLC personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend MIYO'S ISLAND Co. LLC, its successors, assigns, officers, employees, and all equipment designers and manufacturers, hold manufacturers, lessors and agents from all liability for any such damage, injury, paralysis, or death which may result. **THIS RELEASE SHALL BE EFFECTIVE EVEN THROUGH SAID LOSS, DAMAGE OR INJURY RESULTS OR HAS RESULTED FROM NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, BREACH OF WARRANTY, OR STRICT TORT LIABILITY OF MIYO'S ISLAND CO. LLC OR OTHER PARTIES RELEASED.** _____ (initial)

I am in good health and have no physical/mental limitations which would affect my performance in any and all activities provided through MIYO'S ISLAND Co. LLC. I agree to pay attention to the state of any ropes, handles, bindings, boards, skis, fins, and any and all equipment that I use; and to advise staff members if I do any damage or notice damage. I certify that I understand the rules contained in this document and any verbal instructions that I have received, and any future instruction I will receive, and agree to abide by these rules and instructions. I further agree that if the staff of MIYO'S ISLAND Co. LLC makes specific requests or give specific instructions that I will abide by these requests/instructions _____ (initial).

IN THE EVENT THAT I SUFFER ANY INJURY WHATSOEVER WHILE WITH MIYO'S ISLAND CO. LLC, I AGREE TO NOTIFY AN EMPLOYEE OF MIYO'S ISLAND CO. LLC IMMEDIATELY. _____ (initial)

I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETANT TO SIGN THIS AGREEMENT. This release shall be effective and binding upon me and upon assigns, representatives executors and administrators. IF UNDER THE AGE OF 18, THIS RELEASE MUST BE SIGNED BY THE PARENT/GUARDIAN OF THE MINOR, and I agree to indemnify and hold harmless MIYO'S ISLAND CO. LLC and other released parties in the event a minor member sues them or any one of them. _____ (initial)

I agree that if I or any one of my group damage any equipment owned by MIYO'S ISLAND Co. LLC, we agree to pay for the damages incurred.

I UNDERSTAND THAT THIS RELEASE IS A CONTRACT. I EXPRESSLY STATE THAT I HAVE READ UNDERSTAND AND AM FAMILIAR WITH ALL ITS PROVISIONS AND THAT I SIGN IT OF MY OWN FREE WILL. _____ (initial)

Participant's signature _____

Participant's printed name _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ DOB _____

Email _____ Today's date _____ Invert Approval _____

TO BE READ AND SIGNED BY THE PARENT/GUARDIAN OF MINOR

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this release. I Hereby release MIYO's ISLAND Co. LLC from injury or death that could result to the minor.

Signature of Parent or Guardian _____ Date _____