

OFFICE USE ONLY

Rental Date: _____

Boat Number: _____

Rental Charge: _____

CDW = \$25: _____

Pet Charge = \$20: _____

Cancellation Fee: _____

Damages: _____

TOTAL CHARGES: _____

Photo Copy of ID attached: **Y** **N**

**JAYHAWK MARINA
BOAT & PWC RENTAL LESSEE
INFORMATION
Reservations
Marina (913) 557-9900**

OFFICE USE ONLY

Time OUT: _____

Time IN: _____

Total Time: _____

___ PAID

___ FUEL PAID

As a condition of renting watercraft from Jayhawk Marina Inc., please correctly provide all the information below. Official identification needs to be provided before you may operate any of Jayhawk Marina's watercraft. Lessee's must be at least 21 years of age. **Minimum operator age is 18 with a valid Boater Safety Certification Certificate.**

Name: _____
Last
First
M.I.

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _(_____) _____ Cell Number: _(_____) _____

Payment Type: Cash MC Visa Discover Credit Card #: _____ Exp.: _____

Full name on Credit Card as embossed: _____

Authorization number on credit card: _____

Employer: _____ Work Phone: _____

In case of an emergency, contact the following:

Name: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____

How did you hear about us? Friend ____ Radio ____ Internet ____ Mailing ____ Other _____

JAYHAWK MARINA, INC. (JHM)
WATERCRAFT RENTAL AGREEMENT
Please complete all highlighted areas

LESSEE NAME: _____ **WATERCRAFT #:** _____
NO INDIVIDUAL MAY OPERATE A RENTED/PROVIDED WATERCRAFT OR SERVICE WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

("Lessee" is a person or persons renting equipment or rental services. "JHM" is Jayhawk Marina, Inc.)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (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 an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

Acknowledgment of Risks: I/Lessee acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and man made or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My 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 water craft; 7) Equipment failure or equipment failure do to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for which Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft. **Lessee assumes the risks 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, and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis or death.**

INITIAL HERE

Covenant of Good Faith: Lessee recognizes that JHM, the provider of rental services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person we judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts JHM's right to take such actions for the safety of Lessee and/or other participants.

Authorization: Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf. Lessee agrees that any film or photographs of Lessee and participants, becomes JHM's property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: JHM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of JHM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge JHM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, JHM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to JHM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

Security/Damage Deposits: Lessee will deposit with JHM a security deposit in the amount determined by JHM. Lessee agrees that this deposit shall be for the use of JHM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by JHM, shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit will be increased for the repair of any damages or loss of equipment not covered by a collision damage waiver (CDW), and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by JHM shall be returned to the Lessee within 30 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss not covered by the CDW.

Condition of Watercraft upon Delivery: JHM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the watercraft, for whatever reason, at the specified time, JHM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. **I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.**

INITIAL HERE 

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of JHM.

LIMITATION OF WARRANTY: JHM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS WILL COMPLY WITH AGE REQUIREMENTS and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of JHM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify JHM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render aid to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by JHM or any governmental agency or department. No repairs may be performed to the watercraft without permission from JHM. JHM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the water craft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, JHM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds JHM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

Inventory and Redelivery: Inventory of equipment and supplies shall be furnished by JHM to the Lessee at the time of delivery, and the Lessee agrees and acknowledges by acceptance of delivery that such inventory is correct and that Lessee has inspected the watercraft, equipment and supplies and has found no defects except those noted in writing at the time of acceptance of delivery. Lessee shall be responsible for payment of damaged or missing items. The Lessee hereby agrees to pay all charges incidental to the use of the watercraft during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received from JHM. The Lessee agrees to surrender the watercraft at the expiration of Lessee's period of use or earlier in as good as condition and in as clean as condition as when delivery was taken. The Lessee is responsible for allowing sufficient time for unforeseen contingencies to permit Lessee to return at the stated time. A late charge equal to \$50 every half-hour or portion thereof will be assessed for any watercraft returning after the said and agreed upon time specified on the watercraft check in/out sheet which is part of this agreement.

Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities:

- 1) Identify all buoys;
 - 2) Obey all no wake area restrictions;
 - 3) Always look in all directions for other watercraft and hazards;
 - 4) When not at wakeless speed, stay at least 60 feet from all other watercraft;
 - 5) Do not attempt jumps or cross the path of another watercraft;
 - 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle;
 - 7) Board the watercraft from water only while the motor is off;
 - 8) Do not beach the watercraft;
 - 9) Keep away from prop at all times;
 - 10) Report all accidents or damage to JHM immediately;
 - 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft;
 - 12) The Lessee will not operate the watercraft in less than 5 feet of water;
 - 13) The operation of the watercraft shall be restricted to daylight hours;
 - 14) That no weapons or drugs shall be carried on the watercraft;
 - 15) Only the Lessee and other authorized operators are permitted to operate the watercraft;
 - 16) No pets shall be taken aboard the watercraft without prior permission from JHM, additional fees may be applied;
 - 17) Lessee must abide by all state, city, county and/or all federal boating laws;
 - 18) In no circumstances shall Lessee or other authorized operator be permitted to tow a person or devices without prior approval from JHM;
 - 19) Lessee agrees not to carry more than that stated as the maximum number of passengers allowed for the watercraft;
 - 20) Lessee acknowledges that the operator of the watercraft is responsible for the safety and welfare of all passengers on the watercraft.
- I THE LESSEE AND/OR OPERATOR, AGREE TO THE OPERATION, RUNNING EXPENSES; ACCIDENT, BREAKDOWNS AND UPSET; INVENTORY AND REDELIVERY; ASSIGNMENT, LIMITATION OF WARRANTY AND LIMITATIONS ON USE TERMS OF THIS AGREEMENT.**

INITIAL HERE 

Service and Damage Fee Policy: Watercraft damage (includes hull damage) and loss of equipment fee is as follows: 1) Charges include labor of \$65 per hour plus cost of materials; 2) Propeller damage fee is \$75-\$200 (unrepairable); 3) Clean up fees up to \$100 can be enforced if the watercraft is not returned in the same condition (clean); 4) A refueling service charge up to \$75 plus the cost of fuel and oil consumed during the rental period will be charged in any case where the watercraft has run out of fuel and must be retrieved, or the watercraft was not returned with a full tank of fuel. These charges are listed as examples. Additional charges may be applied dependent upon redelivery. Loss of equipment fee is per watercraft rental check in/out sheet.

INITIAL HERE 

Lessee, by initializing, accepts or declines the Collision Damage Waiver (CDW). If the Lessee accepts the CDW, JHM waives the Lessee's responsibility for payment of the initial \$1,000 of the Rental Collision Damage amount, exclusive of the watercraft rental deposit amount, provided the equipment is used in accordance with the terms and conditions of the rental agreement. The Collision Damage Waiver does not cover the propeller or motor of the rental watercraft, only Collision Damage. The CDW is \$15 per rental item per day.

COLLISION DAMAGE WAIVER \$25.00
**** NOT AVAILABLE ON PWC RENTALS****

ACCEPT DECLINE

All pontoon canvas tops must stay in the upright position. **INITIAL HERE**

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes JHM to bill Lessee's credit card for damages or additional service fees resulting from this rental. I have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check in/out sheets are part of this agreement.
COPY OF AGREEMENT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on this day of 20

<input type="text"/>	<input type="text"/>
Lessee Operator	Operator
<input type="text"/>	<input type="text"/>
Operator	Operator

NO INDIVIDUAL MAY OPERATE OR SERVICE A RENTED/PROVIDED WATERCRAFT FROM JAYHAWK MARINA, INC. WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

A PHOTO COPY OF YOUR DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT.

PARTICIPANTS UNDER 18 YEARS OF AGE:

<u>Print Name</u>	<u>Age</u>	<u>Signature (parent/guardian)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PARTICIPANTS OVER 18 YEARS OF AGE:

<u>Print Name</u>	
_____	_____
_____	_____
_____	_____
_____	_____

Jayhawk Marina, Inc.: _____ Date: _____

OFFICE USE ONLY

Rental Date: _____

Boat Number: _____

Rental Charge: _____

CDW = \$25: _____

Pet Charge = \$20: _____

Cancellation Fee: _____

Damages: _____

TOTAL CHARGES: _____

Photo Copy of ID attached: **Y** **N**

**JAYHAWK MARINA
BOAT & PWC RENTAL LESSEE
INFORMATION
Reservations
Marina (913) 557-9900**

OFFICE USE ONLY

Time OUT: _____

Time IN: _____

Total Time: _____

___ PAID

___ FUEL PAID

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Name: _____
Last
First
M.I.

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _(_____) _____ Cell Number: _(_____) _____

Payment Type: Cash MC Visa Discover Credit Card #: _____ Exp.: _____

Full name on Credit Card as embossed: _____

Authorization number on credit card: _____

Employer: _____ Work Phone: _____

In case of an emergency, contact the following:

Name: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____

How did you hear about us? Friend _____ Radio _____ Internet _____ Mailing _____ Other _____

JAYHAWK MARINA, INC. (JHM)
WATERCRAFT RENTAL AGREEMENT
Please complete all highlighted areas

LESSEE NAME: _____ **WATERCRAFT #:** _____
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INITIAL HERE

Covenant of Good Faith: Lessee recognizes that JHM, the provider of rental services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person we judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts JHM's right to take such actions for the safety of Lessee and/or other participants.

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Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: JHM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of JHM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge JHM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, JHM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to JHM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

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Condition of Watercraft upon Delivery: JHM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the watercraft, for whatever reason, at the specified time, JHM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. **I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.**

INITIAL HERE 

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of JHM.

LIMITATION OF WARRANTY: JHM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS WILL COMPLY WITH AGE REQUIREMENTS and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of JHM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify JHM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render aid to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by JHM or any governmental agency or department. No repairs may be performed to the watercraft without permission from JHM. JHM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the water craft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, JHM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds JHM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

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Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities:

- 1) Identify all buoys;
- 2) Obey all no wake area restrictions;
- 3) Always look in all directions for other watercraft and hazards;
- 4) When not at wakeless speed, stay at least 60 feet from all other watercraft;
- 5) Do not attempt jumps or cross the path of another watercraft;
- 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle;
- 7) Board the watercraft from water only while the motor is off;
- 8) Do not beach the watercraft;
- 9) Keep away from prop at all times;
- 10) Report all accidents or damage to JHM immediately;
- 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft;
- 12) The Lessee will not operate the watercraft in less than 5 feet of water;
- 13) The operation of the watercraft shall be restricted to daylight hours;
- 14) That no weapons or drugs shall be carried on the watercraft;
- 15) Only the Lessee and other authorized operators are permitted to operate the watercraft;
- 16) No pets shall be taken aboard the watercraft without prior permission from JHM, additional fees may be applied;
- 17) Lessee must abide by all state, city, county and/or all federal boating laws;
- 18) In no circumstances shall Lessee or other authorized operator be permitted to tow a person or devices without prior approval from JHM;
- 19) Lessee agrees not to carry more than that stated as the maximum number of passengers allowed for the watercraft;
- 20) Lessee acknowledges that the operator of the watercraft is responsible for the safety and welfare of all passengers on the watercraft. **I THE LESSEE AND/OR OPERATOR, AGREE TO THE OPERATION, RUNNING EXPENSES; ACCIDENT, BREAKDOWNS AND UPSET; INVENTORY AND REDELIVERY; ASSIGNMENT, LIMITATION OF WARRANTY AND LIMITATIONS ON USE TERMS OF THIS AGREEMENT.**

INITIAL HERE 

Service and Damage Fee Policy: Watercraft damage (includes hull damage) and loss of equipment fee is as follows: 1) Charges include labor of \$65 per hour plus cost of materials; 2) Propeller damage fee is \$75-\$200 (unrepairable); 3) Clean up fees up to \$100 can be enforced if the watercraft is not returned in the same condition (clean); 4) A refueling service charge up to \$75 plus the cost of fuel and oil consumed during the rental period will be charged in any case where the watercraft has run out of fuel and must be retrieved, or the watercraft was not returned with a full tank of fuel. These charges are listed as examples. Additional charges may be applied dependent upon redelivery. Loss of equipment fee is per watercraft rental check in/out sheet.

INITIAL HERE 

Lessee, by initializing, accepts or declines the Collision Damage Waiver (CDW). If the Lessee accepts the CDW, JHM waives the Lessee's responsibility for payment of the initial \$1,000 of the Rental Collision Damage amount, exclusive of the watercraft rental deposit amount, provided the equipment is used in accordance with the terms and conditions of the rental agreement. The Collision Damage Waiver does not cover the propeller or motor of the rental watercraft, only Collision Damage. The CDW is \$15 per rental item per day.

COLLISION DAMAGE WAIVER \$25.00
**** NOT AVAILABLE ON PWC RENTALS****

ACCEPT DECLINE

All pontoon canvas tops must stay in the upright position. **INITIAL HERE**

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes JHM to bill Lessee's credit card for damages or additional service fees resulting from this rental. I have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check in/out sheets are part of this agreement.
COPY OF AGREEMENT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on this day of 20

<input type="text"/>	<input type="text"/>
Lessee Operator	Operator
<input type="text"/>	<input type="text"/>
Operator	Operator

NO INDIVIDUAL MAY OPERATE OR SERVICE A RENTED/PROVIDED WATERCRAFT FROM JAYHAWK MARINA, INC. WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

A PHOTO COPY OF YOUR DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT.

PARTICIPANTS UNDER 18 YEARS OF AGE:

<u>Print Name</u>	<u>Age</u>	<u>Signature (parent/guardian)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PARTICIPANTS OVER 18 YEARS OF AGE:

<u>Print Name</u>	
_____	_____
_____	_____
_____	_____
_____	_____

Jayhawk Marina, Inc.: _____ Date: _____

OFFICE USE ONLY

Rental Date: _____

Boat Number: _____

Rental Charge: _____

CDW = \$25: _____

Pet Charge = \$20: _____

Cancellation Fee: _____

Damages: _____

TOTAL CHARGES: _____

Photo Copy of ID attached: **Y** **N**

**JAYHAWK MARINA
BOAT & PWC RENTAL LESSEE
INFORMATION
Reservations
Marina (913) 557-9900**

OFFICE USE ONLY

Time OUT: _____

Time IN: _____

Total Time: _____

___ PAID

___ FUEL PAID

As a condition of renting watercraft from Jayhawk Marina Inc., please correctly provide all the information below. Official identification needs to be provided before you may operate any of Jayhawk Marina's watercraft. Lessee's must be at least 21 years of age. **Minimum operator age is 18 with a valid Boater Safety Certification Certificate.**

Name: _____
Last
First
M.I.

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Cell Number: (____) _____

Payment Type: Cash MC Visa Discover Credit Card #: _____ Exp.: _____

Full name on Credit Card as embossed: _____

Authorization number on credit card: _____

Employer: _____ Work Phone: _____

In case of an emergency, contact the following:

Name: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____

How did you hear about us? Friend ____ Radio ____ Internet ____ Mailing ____ Other _____

JAYHAWK MARINA, INC. (JHM)
WATERCRAFT RENTAL AGREEMENT
Please complete all highlighted areas

LESSEE NAME: _____ **WATERCRAFT #:** _____

NO INDIVIDUAL MAY OPERATE A RENTED/PROVIDED WATERCRAFT OR SERVICE WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

("Lessee" is a person or persons renting equipment or rental services. "JHM" is Jayhawk Marina, Inc.)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (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 an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

Acknowledgment of Risks: I/Lessee acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and man made or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My 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 water craft; 7) Equipment failure or equipment failure do to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for which Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft. **Lessee assumes the risks 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, and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis or death.**

INITIAL HERE

Covenant of Good Faith: Lessee recognizes that JHM, the provider of rental services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person we judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts JHM's right to take such actions for the safety of Lessee and/or other participants.

Authorization: Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf. Lessee agrees that any film or photographs of Lessee and participants, becomes JHM's property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: JHM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of JHM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge JHM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, JHM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to JHM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

Security/Damage Deposits: Lessee will deposit with JHM a security deposit in the amount determined by JHM. Lessee agrees that this deposit shall be for the use of JHM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by JHM, shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit will be increased for the repair of any damages or loss of equipment not covered by a collision damage waiver (CDW), and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by JHM shall be returned to the Lessee within 30 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss not covered by the CDW.

Condition of Watercraft upon Delivery: JHM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the watercraft, for whatever reason, at the specified time, JHM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. **I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.**

INITIAL HERE 

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of JHM.

LIMITATION OF WARRANTY: JHM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS WILL COMPLY WITH AGE REQUIREMENTS and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of JHM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify JHM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render aid to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by JHM or any governmental agency or department. No repairs may be performed to the watercraft without permission from JHM. JHM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the water craft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, JHM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds JHM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

Inventory and Redelivery: Inventory of equipment and supplies shall be furnished by JHM to the Lessee at the time of delivery, and the Lessee agrees and acknowledges by acceptance of delivery that such inventory is correct and that Lessee has inspected the watercraft, equipment and supplies and has found no defects except those noted in writing at the time of acceptance of delivery. Lessee shall be responsible for payment of damaged or missing items. The Lessee hereby agrees to pay all charges incidental to the use of the watercraft during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received from JHM. The Lessee agrees to surrender the watercraft at the expiration of Lessee's period of use or earlier in as good as condition and in as clean as condition as when delivery was taken. The Lessee is responsible for allowing sufficient time for unforeseen contingencies to permit Lessee to return at the stated time. A late charge equal to \$50 every half-hour or portion thereof will be assessed for any watercraft returning after the said and agreed upon time specified on the watercraft check in/out sheet which is part of this agreement.

Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities:

- 1) Identify all buoys;
 - 2) Obey all no wake area restrictions;
 - 3) Always look in all directions for other watercraft and hazards;
 - 4) When not at wakeless speed, stay at least 60 feet from all other watercraft;
 - 5) Do not attempt jumps or cross the path of another watercraft;
 - 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle;
 - 7) Board the watercraft from water only while the motor is off;
 - 8) Do not beach the watercraft;
 - 9) Keep away from prop at all times;
 - 10) Report all accidents or damage to JHM immediately;
 - 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft;
 - 12) The Lessee will not operate the watercraft in less than 5 feet of water;
 - 13) The operation of the watercraft shall be restricted to daylight hours;
 - 14) That no weapons or drugs shall be carried on the watercraft;
 - 15) Only the Lessee and other authorized operators are permitted to operate the watercraft;
 - 16) No pets shall be taken aboard the watercraft without prior permission from JHM, additional fees may be applied;
 - 17) Lessee must abide by all state, city, county and/or all federal boating laws;
 - 18) In no circumstances shall Lessee or other authorized operator be permitted to tow a person or devices without prior approval from JHM;
 - 19) Lessee agrees not to carry more than that stated as the maximum number of passengers allowed for the watercraft;
 - 20) Lessee acknowledges that the operator of the watercraft is responsible for the safety and welfare of all passengers on the watercraft.
- I THE LESSEE AND/OR OPERATOR, AGREE TO THE OPERATION, RUNNING EXPENSES; ACCIDENT, BREAKDOWNS AND UPSET; INVENTORY AND REDELIVERY; ASSIGNMENT, LIMITATION OF WARRANTY AND LIMITATIONS ON USE TERMS OF THIS AGREEMENT.**

INITIAL HERE 

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INITIAL HERE 

Lessee, by initializing, accepts or declines the Collision Damage Waiver (CDW). If the Lessee accepts the CDW, JHM waives the Lessee's responsibility for payment of the initial \$1,000 of the Rental Collision Damage amount, exclusive of the watercraft rental deposit amount, provided the equipment is used in accordance with the terms and conditions of the rental agreement. The Collision Damage Waiver does not cover the propeller or motor of the rental watercraft, only Collision Damage. The CDW is \$15 per rental item per day.

COLLISION DAMAGE WAIVER \$25.00
**** NOT AVAILABLE ON PWC RENTALS****

ACCEPT DECLINE

All pontoon canvas tops must stay in the upright position. **INITIAL HERE**

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes JHM to bill Lessee's credit card for damages or additional service fees resulting from this rental. I have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check in/out sheets are part of this agreement.
COPY OF AGREEMENT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on this day of 20

<input type="text"/>	<input type="text"/>
Lessee Operator	Operator
<input type="text"/>	<input type="text"/>
Operator	Operator

NO INDIVIDUAL MAY OPERATE OR SERVICE A RENTED/PROVIDED WATERCRAFT FROM JAYHAWK MARINA, INC. WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

A PHOTO COPY OF YOUR DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT.

PARTICIPANTS UNDER 18 YEARS OF AGE:

<u>Print Name</u>	<u>Age</u>	<u>Signature (parent/guardian)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PARTICIPANTS OVER 18 YEARS OF AGE:

<u>Print Name</u>	
_____	_____
_____	_____
_____	_____
_____	_____

Jayhawk Marina, Inc.: _____ Date: _____

OFFICE USE ONLY

Rental Date: _____

Boat Number: _____

Rental Charge: _____

CDW = \$25: _____

Pet Charge = \$20: _____

Cancellation Fee: _____

Damages: _____

TOTAL CHARGES: _____

Photo Copy of ID attached: **Y** **N**

**JAYHAWK MARINA
BOAT & PWC RENTAL LESSEE
INFORMATION
Reservations
Marina (913) 557-9900**

OFFICE USE ONLY

Time OUT: _____

Time IN: _____

Total Time: _____

___ PAID

___ FUEL PAID

As a condition of renting watercraft from Jayhawk Marina Inc., please correctly provide all the information below. Official identification needs to be provided before you may operate any of Jayhawk Marina's watercraft. Lessee's must be at least 21 years of age. **Minimum operator age is 18 with a valid Boater Safety Certification Certificate.**

Name: _____
Last
First
M.I.

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Cell Number: (____) _____

Payment Type: Cash MC Visa Discover Credit Card #: _____ Exp.: _____

Full name on Credit Card as embossed: _____

Authorization number on credit card: _____

Employer: _____ Work Phone: _____

In case of an emergency, contact the following:

Name: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____

How did you hear about us? Friend ____ Radio ____ Internet ____ Mailing ____ Other _____

JAYHAWK MARINA, INC. (JHM)
WATERCRAFT RENTAL AGREEMENT
Please complete all highlighted areas

LESSEE NAME: _____ **WATERCRAFT #:** _____
NO INDIVIDUAL MAY OPERATE A RENTED/PROVIDED WATERCRAFT OR SERVICE WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

("Lessee" is a person or persons renting equipment or rental services. "JHM" is Jayhawk Marina, Inc.)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (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 an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

Acknowledgment of Risks: I/Lessee acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and man made or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My 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 water craft; 7) Equipment failure or equipment failure do to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for which Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft. **Lessee assumes the risks 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, and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis or death.**

INITIAL HERE

Covenant of Good Faith: Lessee recognizes that JHM, the provider of rental services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person we judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts JHM's right to take such actions for the safety of Lessee and/or other participants.

Authorization: Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf. Lessee agrees that any film or photographs of Lessee and participants, becomes JHM's property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: JHM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of JHM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge JHM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, JHM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to JHM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

Security/Damage Deposits: Lessee will deposit with JHM a security deposit in the amount determined by JHM. Lessee agrees that this deposit shall be for the use of JHM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by JHM, shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit will be increased for the repair of any damages or loss of equipment not covered by a collision damage waiver (CDW), and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by JHM shall be returned to the Lessee within 30 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss not covered by the CDW.

Condition of Watercraft upon Delivery: JHM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the watercraft, for whatever reason, at the specified time, JHM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. **I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.**

INITIAL HERE 

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of JHM.

LIMITATION OF WARRANTY: JHM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS WILL COMPLY WITH AGE REQUIREMENTS and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of JHM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify JHM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render aid to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by JHM or any governmental agency or department. No repairs may be performed to the watercraft without permission from JHM. JHM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the water craft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, JHM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds JHM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

Inventory and Redelivery: Inventory of equipment and supplies shall be furnished by JHM to the Lessee at the time of delivery, and the Lessee agrees and acknowledges by acceptance of delivery that such inventory is correct and that Lessee has inspected the watercraft, equipment and supplies and has found no defects except those noted in writing at the time of acceptance of delivery. Lessee shall be responsible for payment of damaged or missing items. The Lessee hereby agrees to pay all charges incidental to the use of the watercraft during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received from JHM. The Lessee agrees to surrender the watercraft at the expiration of Lessee's period of use or earlier in as good as condition and in as clean as condition as when delivery was taken. The Lessee is responsible for allowing sufficient time for unforeseen contingencies to permit Lessee to return at the stated time. A late charge equal to \$50 every half-hour or portion thereof will be assessed for any watercraft returning after the said and agreed upon time specified on the watercraft check in/out sheet which is part of this agreement.

Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities:

- 1) Identify all buoys; 2) Obey all no wake area restrictions; 3) Always look in all directions for other watercraft and hazards; 4) When not at wakeless speed, stay at least 60 feet from all other watercraft; 5) Do not attempt jumps or cross the path of another watercraft; 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle; 7) Board the watercraft from water only while the motor is off; 8) Do not beach the watercraft; 9) Keep away from prop at all times; 10) Report all accidents or damage to JHM immediately; 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft; 12) The Lessee will not operate the watercraft in less than 5 feet of water; 13) The operation of the watercraft shall be restricted to daylight hours; 14) That no weapons or drugs shall be carried on the watercraft; 15) Only the Lessee and other authorized operators are permitted to operate the watercraft; 16) No pets shall be taken aboard the watercraft without prior permission from JHM, additional fees may be applied; 17) Lessee must abide by all state, city, county and/or all federal boating laws; 18) In no circumstances shall Lessee or other authorized operator be permitted to tow a person or devices without prior approval from JHM; 19) Lessee agrees not to carry more than that stated as the maximum number of passengers allowed for the watercraft; 20) Lessee acknowledges that the operator of the watercraft is responsible for the safety and welfare of all passengers on the watercraft. **I THE LESSEE AND/OR OPERATOR, AGREE TO THE OPERATION, RUNNING EXPENSES; ACCIDENT, BREAKDOWNS AND UPSET; INVENTORY AND REDELIVERY; ASSIGNMENT, LIMITATION OF WARRANTY AND LIMITATIONS ON USE TERMS OF THIS AGREEMENT.**

INITIAL HERE 

Service and Damage Fee Policy: Watercraft damage (includes hull damage) and loss of equipment fee is as follows: 1) Charges include labor of \$65 per hour plus cost of materials; 2) Propeller damage fee is \$75-\$200 (unrepairable); 3) Clean up fees up to \$100 can be enforced if the watercraft is not returned in the same condition (clean); 4) A refueling service charge up to \$75 plus the cost of fuel and oil consumed during the rental period will be charged in any case where the watercraft has run out of fuel and must be retrieved, or the watercraft was not returned with a full tank of fuel. These charges are listed as examples. Additional charges may be applied dependent upon redelivery. Loss of equipment fee is per watercraft rental check in/out sheet.

INITIAL HERE 

Lessee, by initializing, accepts or declines the Collision Damage Waiver (CDW). If the Lessee accepts the CDW, JHM waives the Lessee's responsibility for payment of the initial \$1,000 of the Rental Collision Damage amount, exclusive of the watercraft rental deposit amount, provided the equipment is used in accordance with the terms and conditions of the rental agreement. The Collision Damage Waiver does not cover the propeller or motor of the rental watercraft, only Collision Damage. The CDW is \$15 per rental item per day.

COLLISION DAMAGE WAIVER \$25.00
**** NOT AVAILABLE ON PWC RENTALS****

ACCEPT DECLINE

All pontoon canvas tops must stay in the upright position. **INITIAL HERE**

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes JHM to bill Lessee's credit card for damages or additional service fees resulting from this rental. I have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check in/out sheets are part of this agreement.
COPY OF AGREEMENT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on this day of 20

<input type="text"/>	<input type="text"/>
Lessee Operator	Operator
<input type="text"/>	<input type="text"/>
Operator	Operator

NO INDIVIDUAL MAY OPERATE OR SERVICE A RENTED/PROVIDED WATERCRAFT FROM JAYHAWK MARINA, INC. WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

A PHOTO COPY OF YOUR DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT.

PARTICIPANTS UNDER 18 YEARS OF AGE:

<u>Print Name</u>	<u>Age</u>	<u>Signature (parent/guardian)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PARTICIPANTS OVER 18 YEARS OF AGE:

<u>Print Name</u>	
_____	_____
_____	_____
_____	_____
_____	_____

Jayhawk Marina, Inc.: _____ Date: _____

OFFICE USE ONLY

Rental Date: _____

Boat Number: _____

Rental Charge: _____

CDW = \$25: _____

Pet Charge = \$20: _____

Cancellation Fee: _____

Damages: _____

TOTAL CHARGES: _____

Photo Copy of ID attached: **Y** **N**

**JAYHAWK MARINA
BOAT & PWC RENTAL LESSEE
INFORMATION
Reservations
Marina (913) 557-9900**

OFFICE USE ONLY

Time OUT: _____

Time IN: _____

Total Time: _____

___ PAID

___ FUEL PAID

As a condition of renting watercraft from Jayhawk Marina Inc., please correctly provide all the information below. Official identification needs to be provided before you may operate any of Jayhawk Marina's watercraft. Lessee's must be at least 21 years of age. **Minimum operator age is 18 with a valid Boater Safety Certification Certificate.**

Name: _____
Last
First
M.I.

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _(_____) _____ Cell Number: _(_____) _____

Payment Type: Cash MC Visa Discover Credit Card #: _____ Exp.: _____

Full name on Credit Card as embossed: _____

Authorization number on credit card: _____

Employer: _____ Work Phone: _____

In case of an emergency, contact the following:

Name: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____

How did you hear about us? Friend ____ Radio ____ Internet ____ Mailing ____ Other _____

JAYHAWK MARINA, INC. (JHM)
WATERCRAFT RENTAL AGREEMENT
Please complete all highlighted areas

LESSEE NAME: _____ **WATERCRAFT #:** _____
NO INDIVIDUAL MAY OPERATE A RENTED/PROVIDED WATERCRAFT OR SERVICE WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

("Lessee" is a person or persons renting equipment or rental services. "JHM" is Jayhawk Marina, Inc.)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (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 an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

Acknowledgment of Risks: I/Lessee acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and man made or natural objects; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My 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 water craft; 7) Equipment failure or equipment failure do to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for which Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft. **Lessee assumes the risks 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, and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis or death.**

INITIAL HERE

Covenant of Good Faith: Lessee recognizes that JHM, the provider of rental services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person we judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts JHM's right to take such actions for the safety of Lessee and/or other participants.

Authorization: Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf. Lessee agrees that any film or photographs of Lessee and participants, becomes JHM's property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: JHM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of JHM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge JHM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, JHM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to JHM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

Security/Damage Deposits: Lessee will deposit with JHM a security deposit in the amount determined by JHM. Lessee agrees that this deposit shall be for the use of JHM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by JHM, shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit will be increased for the repair of any damages or loss of equipment not covered by a collision damage waiver (CDW), and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by JHM shall be returned to the Lessee within 30 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss not covered by the CDW.

Condition of Watercraft upon Delivery: JHM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the watercraft, for whatever reason, at the specified time, JHM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. **I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.**

INITIAL HERE 

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of JHM.

LIMITATION OF WARRANTY: JHM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS WILL COMPLY WITH AGE REQUIREMENTS and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of JHM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify JHM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the watercraft and its passengers, render aid to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by JHM or any governmental agency or department. No repairs may be performed to the watercraft without permission from JHM. JHM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the water craft by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, JHM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds JHM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

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Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities:

- 1) Identify all buoys;
 - 2) Obey all no wake area restrictions;
 - 3) Always look in all directions for other watercraft and hazards;
 - 4) When not at wakeless speed, stay at least 60 feet from all other watercraft;
 - 5) Do not attempt jumps or cross the path of another watercraft;
 - 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle;
 - 7) Board the watercraft from water only while the motor is off;
 - 8) Do not beach the watercraft;
 - 9) Keep away from prop at all times;
 - 10) Report all accidents or damage to JHM immediately;
 - 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft;
 - 12) The Lessee will not operate the watercraft in less than 5 feet of water;
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INITIAL HERE 

Lessee, by initializing, accepts or declines the Collision Damage Waiver (CDW). If the Lessee accepts the CDW, JHM waives the Lessee's responsibility for payment of the initial \$1,000 of the Rental Collision Damage amount, exclusive of the watercraft rental deposit amount, provided the equipment is used in accordance with the terms and conditions of the rental agreement. The Collision Damage Waiver does not cover the propeller or motor of the rental watercraft, only Collision Damage. The CDW is \$15 per rental item per day.

COLLISION DAMAGE WAIVER \$25.00
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All pontoon canvas tops must stay in the upright position. **INITIAL HERE**

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes JHM to bill Lessee's credit card for damages or additional service fees resulting from this rental. I have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check in/out sheets are part of this agreement.
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Operator	Operator

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A PHOTO COPY OF YOUR DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT.

PARTICIPANTS UNDER 18 YEARS OF AGE:

<u>Print Name</u>	<u>Age</u>	<u>Signature (parent/guardian)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PARTICIPANTS OVER 18 YEARS OF AGE:

<u>Print Name</u>	
_____	_____
_____	_____
_____	_____
_____	_____

Jayhawk Marina, Inc.: _____ Date: _____