***Dallas Watersport Rentals, LLC***

**Rental Policy:**

(A) Must be 21 years of age or older to rent any of our watercraft. **Anyone born on or after September 1, 1993,**must have a boater education certificate.

(B) Must have a valid driver's license.

(C) All drivers must be 21 years or older.

Intoxicants are strictly prohibited. For the safety of our guests, service will be refused to anyone under the influence of drugs and/or alcohol.

**Reservation Policy:**

A $150 booking fee per watercraft is required to secure your reservation. The booking fee will be credited to your total rental balance at the time of delivery. For questions regarding your reservation, please call/text 469-690-2302 or email info@dallaswatersportrentals.com.

**Reservation and Departure Information:**

Please arrive at the designated departure dock at least 15 minutes before the departure time. Your rental time will start promptly at the specified time.

***\*Credit Card and ID will be required for all watersport rentals.***

**Weather Policy:**

Dallas Watersport Rentals will not depart in unsafe weather conditions. Chances of rain greater than 50% are considered unsafe weather conditions. Our staff will continue to assess the weather, and should the staff determine that the conditions are dangerous to run the rental, the rental may be postponed or canceled. Each customer that has paid a booking fee will receive the following options: 1) Cancel the booking at the time of our determination and receive a 50% refund of your booking fee. 2) Receive a credit for the full dollar value of your booking fee towards a future booking. The credit must be used within two weeks of the original booking. 3) Assume the risk of forfeiting your full booking fee if weather conditions do not improve and you fail to choose option 1 or option 2 at least 24 hours before the booking.

**Cancellation Policy:**

Cancellations made 10 days, or more before your reserved date are eligible for a refund of the booking fee, less a 10% cancellation fee or a voucher for the full credit of the booking fee to reschedule your rental for a later date this season.

Cancellations made between 2-10 days before your reserved date are eligible for a 50% refund of your booking fee.

Cancellations made within 48 hours from your reserved date will receive no refunds of any kind, regardless of whether or not another party rebooks the watercraft.

**NO SHOWS**forfeit the full amount of the booking fee for the rental period reserved. Any party that has not arrived by the scheduled time of the rental shall be deemed a NO SHOW.

We reserve the right to cancel your reservation for violations to our policies.

We reserve the right, solely at our discretion, to reschedule and/or cancel your reservation in the event of inclement weather. Bookings canceled due to weather (or any other VALID and APPROVED reason) during the rental period will be given a voucher for credit toward the use of rental at a later date or time unless Dallas Watersport Rentals has made several attempts to confirm the rental. Such vouchers will be determined at the sole discretion of Dallas Watersport Rentals Staff.

**Substitution Policy:**

Inevitably, the reserved watercraft will occasionally be unavailable due to unforeseen circumstances at the time of your rental reservation. We reserve the right to offer you a substitute watercraft of equal or higher value instead of the initially reserved watercraft at no extra cost to you. If no other watercraft is available, we have no choice but to reschedule or cancel your reservation at the sole discretion of Dallas Watersport Rentals Staff.

**Damage Policy:**

A damage deposit of $300 per watercraft is due before departure, in addition to any applicable rental charges, booking fees, other taxes and fees, fuel surcharges, or other incidentals, including additional fees for actual damages to the watercraft. In the event of damage, the damage deposit will be retained, or may be adjusted up or down by Dallas Watersport Rentals Staff based on their assessment of actual or probable damage and other related costs, including but not limited to the actual or estimated costs of repair for physical damage to the watercraft, cost of recovery to equipment/passengers, towing fees, staffing costs to trailer equipment to repair facility, and lost rentals, at that time based on their sole discretion.

Dallas Watersport Rentals will have the damage further assessed by authorized third party repair facility (within approximately two weeks from the time that the damaged rental is returned) at which time the damage deposit charge may be adjusted accordingly. Final costs associated with damages, including those from the authorized repair facility, may be further modified after the repairs have been completed and Dallas Watersport Rentals pay the final invoice. Providing the damage does not exceed the damage deposit amount, the adjusted charges should be applied and the remaining deposit charges, if applicable, will be returned within approximately 2-3 Weeks.

Renter is responsible for any losses and damages to Dallas Watersport Rentals watercraft while in their care, including but not limited to full cost of new replacement watercraft, from causes including but not limited to trailering, launching, running aground, collision with other boaters or objects on or below the water, running engine or systems out of fluids or with low fluids causing premature wear to mechanical systems, weather loss, dockage, anchoring, or any other cause whether or not the Renter is directly at fault.

Renter will get his/her damage deposit back if the watercraft is returned unharmed as determined solely by Dallas Watersport Rentals staff.

Renter is solely responsible for ensuring the safety and passengers of the vessel during the rental period.

All damages or loss to watercraft above $100 or injury to person or property must be reported to Dallas Watersport Rentals and local law enforcement immediately.

**Refund Policy:**

All refunds will be made by the method of payment used for the reservation, or by voucher at the discretion of Dallas Watersport Rentals and mailed to the billing address or emailed to the account provided to us.

**There is NO early return refund.** Dallas Watersport Rentals reserves the right to rent out the watercraft to an alternative renter if returned early and is NOT obligated to refund or credit the original Renter under these circumstances.

**Insurance Policy:**

Dallas Watersport Rentals carries liability insurance coverage for all watercraft, however physical damages incurred during the rental period are NOT covered. Renter is fully responsible for all of the costs related to damage to the watercraft, including lost rental revenues. A lot can happen on the water like big waves, wind, storm, sinkage, running aground, sucking up a towrope, striking objects below the water line such as tree stumps, sucking up debris, or just bumping the dock or another boat.

**Fuel Policy:**

Additional charges will apply if Renter requests extra fuel after using up the full tank. Renter may use up some or all of the fuel without refueling. If Renter decides to refuel, NO credit will be given for additional fuel added or any unused portion of fuel provided by Dallas Watersport Rentals

**ACCEPTABLE USE**

Renter agrees and acknowledges that he/she will be the sole operator of the watercraft, and will use the watercraft in a careful, safe, and conscientious manner. Renter shall always observe and adhere to any rules and guidelines posted by Dallas Watersport Rentals, and any applicable laws or regulations.

**PROHIBITED ACTIVITIES**

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

1. There are no additional passengers permitted on the Craft unless expressly allowed by Dallas Watersport Rentals in writing before use.

2. There is no smoking while on the Craft.

3. There are no alcoholic beverages permitted on the Craft. Dallas Watersport Rentals reserves the right to inspect any coolers, bags or other containers belonging to the Renter.

4. There are no pets permitted on the Craft.

5. There is no fishing allowed from the Craft, and no swimming permitted for Renter during the use of the Craft.

6. There is no docking of the Craft at any location other than the Dallas Watersport Rentals’ designated docking area, except in the case of emergency.

**AGE**

Renter is at least 21 years of age. No one under the age of 21 is permitted to operate the Craft.

**UNSAFE USE**

If at any time Dallas Watersport Rentals determines that Renter has engaged in an unsafe or hazardous use of the watercraft, Dallas Watersport Rentals may immediately terminate the rental. Upon notification of termination, Renter must return the Craft to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Dallas Watersport Rentals shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

**CONDITION OF WATERCRAFT UPON RETURN**

The Renter shall return the watercraft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the watercraft during the rental period. Dallas Watersport Rentals shall retain any portion (or all) of Renter’s damage deposit as necessary to cover repairs for such damages. To the extent that damages to the watercraft exceed the amount of the security deposit, Renter shall be billed by Dallas Watersport Rentals for the full cost of damages caused by Renter during the rental period, including reasonable attorney’s fees.

**LATE RETURN**

If Renter returns the watercraft to the designated docking area more than 20 minutes after the scheduled “Time In,” Renter shall forfeit his/her security deposit. Late return of rentals will be assessed a prorated amount based on the applicable hourly rental rate for that piece of watercraft as determined solely by Dallas Watersport Rentals staff.

Renters are responsible not only for additional rental time but also for additional fees as mentioned above, including but not limited to taxes, fees, booking fees, fuel surcharges, incidentals, and lost rental time. If another customer has the watercraft booked for a time that immediately follows the reservation in question, and Dallas Watersport Rentals loses that rental and the watercraft has been returned 30 or more minutes late, Renter will be responsible for lost rental time as well, regardless of the duration of the other rental.

Renter has read and understands all the terms, conditions, and rules set forth above, and agrees to all terms without reservation.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS, AND INDEMNITY AGREEMENT**

**\*\*\*(Read Carefully Before Signing)\*\*\***

In consideration for being permitted to use any watercraft (including but not limited to boats, jet skis, and/or similar equipment) owned by Dallas Watersport Rentals, LLC (“DWR”); and/other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Participant(s) fully understand, agree, and acknowledge that:

I. PARTICIPANT’S ACKNOWLEDGEMENT OF RISKS

I/We fully understand, agree, and acknowledge that:

a. THERE ARE RISKS AND DANGERS ASSOCIATED WITH THE USE OF WATERCRAFT THAT COULD RESULT IN PROPERTY LOSS OR DAMAGE, BODILY INJURY, PARTIAL AND/OR TOTAL DISABILITY, PARALYSIS AND/OR DEATH.

b. THERE ARE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATION IN WATER-RELATED ACTIVITIES, OR ACTIVITIES ON OR AROUND WATER, THAT COULD RESULT IN PROPERTY LOSS OR DAMAGE, BODILY INJURY, PARTIAL AND/OR TOTAL DISABILITY, PARALYSIS AND/OR DEATH.

c. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

d. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction, or negligence of others, including, but not limited to, the negligence or gross negligence of the “Releasees” named below herein (see Section (o), hereafter the “Releasees”).

e. There may be other risks not known to the Undersigned, or that are not reasonably foreseeable at this time.

f. THE ABOVE CONTEMPLATED ACTIVITIES AND/OR EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. The Undersigned also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

II. PARTICIPANT’S ACCEPTANCE AND ASSUMPTION OF THE RISKS, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY OF RELEASEES

g. I/WE ACCEPT AND VOLUNTARILY ASSUME THE ABOVE- DESCRIBE RISKS, AND ANY ASSOCIATED, RELATED, OR OTHER RISKS, AND ASSUME FULL RESPONSIBILITY FOR THE LOSSES AND/OR DAMAGES FOLLOWING ANY INJURY, DISABILITY, PARALYSIS, DEATH, OR PROPERTY DAMAGE, HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES NAMED HEREIN.

h. I/WE HEREBY COVENANT NOT TO SUE THE RELEASEES NAMED HEREIN; AND FULLY RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE RELEASEES (AS DEFINED IN SECTION (q) HEREIN) FROM ALL LIABILITY TO THE UNDERSIGNED (INCLUDING MY/OUR PERSONAL

REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS AND NEXT OF KIN) FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES OR DAMAGES, OF ANY KIND WHATSOEVER, ON ACCOUNT OF ANY INJURY, DEATH, OR DAMAGE TO PROPERTY, AND INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF, OR RELATING TO:

1. THE USE OF WATERCRAFT (AS DEFINED HEREIN);

2. PARTICIPATION IN ANY WATER SPORTS, WATER-BASED, OR WATER-RELATED ACTIVITIES;

3. RECEIVING OR FOLLOWING ANY INSTRUCTIONS (OR INSTRUCTIONS CONVEYED) BY ANY RELEASEE;

4. USE OF THE UNDERSIGNED’S OWN PROPERTY;

5. USE OF ANY RELEASEE’S PROPERTY;

6. THE UNDERSIGNED’S PRESENCE ON ANY BODY OF WATER, OR USE OF ANY EQUIPMENT OR VEHICLE, POWERED OR OTHERWISE;

7. OR ANY OTHER EVENT(S) OR OCCURRENCE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENCE, GROSS NEGLIGENCE, ACT AND/OR OMISSION OF THE UNDERSIGNED, ANY THIRD PARTY, ANY RELEASEE, OR OTHERWISE.

i. Any Employee(s) associated with Releasees, or otherwise present at or involved with the activities described herein, shall not be liable to the Undersigned for any of the foregoing claims or liabilities, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administers, assignees, heirs and next of kin, hereby expressly releases such Instructor(s) from any and all such claims and liabilities.

j. Undersigned hereby expressly assumes the risk of taking part in any and all activities or events described herein.

III. PARTICIPANT’S CONSENT TO RULES, MISCELLANEOUS PROVISIONS

I/We fully understand, agree, and acknowledge that:

k. Undersigned has read, understands, and will at all times comply with and abide by any and all rules and/or procedures stated, given, or communicated by DWR or any of its agents, Employees or Releasees.

l. No remedy conferred to Releasees by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy afforded Releasees shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by any Releasee shall not constitute a waiver of such Releasee’s right to pursue other available remedies. This instrument binds the Undersigned and his/her executors, representatives, administrators, assignees, heirs and next of kin.

m. If any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

IV. DEFINITIONS

n. DWR: Dallas Watersport Rentals, LLC

o. RELEASEES: DALLAS WATERSPORT RENTALS, LLC AND DWR’S OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, ASSISTANTS, INSTRUCTORS, OPERATORS, PROMOTERS, INSPECTORS, UNDERWRITERS, AND/OR CONSULTANTS; AND OTHERS WHO GIVE RECOMMENDATIONS, DIRECTIONS, TRAINING, OR INSTRUCTIONS, OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES, REGARDING DWSR’S WATERCRAFT OR EVENTS / ACTIVITIES OFFERED OR CONDUCTED BY DWSR, AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES (INDIVIDUALLY AND/OR COLLECTIVELY, JOINTLY AND/OR SEVERALLY).

V. PARTICIPANT’S COMPREHENSION

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

AGREED, ACKNOWLEDGED, AND ACCEPTED BY MY SIGNATURE BELOW:

Date:\_\_\_\_/\_\_\_\_/\_\_\_\_.

PARTICIPANT/UNDERSIGNED:

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Signature Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Witness Printed Name