

BLUE WATER FUN, LLC | "POLICY AND RULES"

THINGS YOU MUST DO:

- Wear your Life Jacket and whistle at all times while kayaking.
- Acknowledge and agree that any users can swim and are familiar with the rules of water safety. Also understand that United States Coast Guard law requires a Personal Flotation Device (PFD) and whistle for each participant while on watercraft such as SUPs or kayaks.
- Stay less than one mile of shore.
- Be aware of the weather and the wind. This is a large body of water and conditions can change quickly.
- Be aware of the water temperature and stay near shore when it is too cold to swim for a prolonged period.
- Check equipment prior to each use for signs of wear or failure.
- Be aware, it is always best to stay with the watercraft if you need rescue.

THINGS YOU MAY NOT DO:

- Do not allow unauthorized people to use the kayak or paddle board.
- Do not paddle in rough stormy or white water conditions.
- Do not allow minors to use kayak or paddleboard without supervision.
- Do not use in areas with strong currents that can overcome your ability to control the watercraft.
- Do not use drugs or alcohol before or during use of the watercraft.
- Do not go farther from shore than you can swim in case you are unable to climb back on if you capsize.

I HAVE BEEN PROVIDED A COPY OF THE BLUE WATER FUN, LLC POLICY AND RULES, THIS DOCUMENT.

X _____ **DATE** / /
 (NAME HERE) (TODAY'S DATE)



BLUE WATER FUN, LLC | "FACE OF AGREEMENT"

FIRST & LAST NAME:		
ADDRESS:		
CITY, STATE & ZIP:		
TELEPHONE:		
DRIVER'S LICENSE NUMBER :		
STATE:		

EQUIPMENT RENTED:

DESCRIPTION	START - DATE/TIME	END - DATE/TIME	CHARGE FOR RENTAL TIME
TOTAL CHARGE:			

PERSONS AUTHORIZED TO USE EQUIPMENT:

FIRST & LAST NAME	DOB		

I, THE CUSTOMER, HAVE REVIEWED BOTH PAGES OF THIS AGREEMENT AND AGREE TO THE TERMS AND RATES ON BOTH PAGES OF THIS AGREEMENT. I FURTHER INDICATE I AM AUTHORIZED TO USE THE ABOVE CREDIT CARD.

X _____
CUSTOMER

BLUE WATER FUN, LLC | "USE AGREEMENT"

TERMS AND CONDITIONS: An agreement made between BLUE WATER FUN, LLC (hereinafter called the Company) and the Customer whose information is provided on the other page of this agreement, it is hereby agreed as follows:

EQUIPMENT DESCRIPTION: The Company will allow and the Customer will take to use the equipment described on the other page of this agreement.

DURATION OF USE: The term of the use shall be for the period as described on the other page of this agreement. Company reserves the right to take possession of the equipment if at any time the rental amount payable is outstanding, the cost of repossession of the equipment and any costs incurred in recovering the outstanding amounts will be the responsibility of the Customer.

PERSON(S) WHO MAY USE THE EQUIPMENT: The equipment may be used during the period of use only by the persons described on the other page of this agreement. The equipment shall only be operated by such person holds a full current license if required by law appropriate for the equipment at the time when they are using the equipment.

PAYMENTS BY CUSTOMER:

(a) The Customer shall pay to Company the amount indicated on the other page of this agreement as provided.

(b) In addition to the payment of this agreement the Customer shall pay for any of the following where applicable:

(i) All fuel used

(ii) Any additional charges as outlined on the other page of this agreement that may be applicable to this agreement

(iii) Any damage excess where damage has occurred to the Equipment

(iv) Any costs in relation to the recovery of the equipment due to nonpayment or breach of the terms of this contract.

CUSTOMERS OBLIGATIONS: The Customer shall ensure that the Customer shall ensure that all reasonable care is taken in handling the equipment and that it is properly secured when not in use.

RETURN OF THE EQUIPMENT:

(a) The Customer shall at or before the expiry of the term of use obtain the Company's consent to the continuation of use.

(b) Company shall have the right to terminate the use and take immediate possession of the equipment if the Customer fails to comply with any of the terms of this agreement or if the equipment is damaged. The termination of the use under the authority of this clause shall be without prejudice to the other rights of the Company and the rights of the Customer under this agreement or otherwise.

COMPANY'S OBLIGATIONS: Company shall supply the equipment in a safe condition and the Customer use constitutes acknowledgment by Customer the equipment is in a safe condition.

MECHANICAL REPAIRS AND ACCIDENTS:

(a) If the equipment is damaged or requires repair or salvage, whether because of an accident or breakdown, the Customer shall advise Company of the full circumstances by telephone as soon as practicable.

(b) authority of Company except to the extent that the repairs or salvage are necessary to prevent further damage to the equipment or other property.

USE OF THE EQUIPMENT: Customer shall not use or permit the equipment to be used contrary to the terms of this agreement and shall not allow personal not identified on the other page of this agreement to use or be transported using this agreement/
Customer shall not:

Customer shall not:

(a) Sublet he equipment to any other person

(b) Permit the equipment to be operated outside his or her authority

(c) Operate the equipment or permit it to be operated in circumstances that constitute an offence under law.

(d) Operate the equipment under any of for contrary to this agreement

(e) Operate the equipment or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified on the equipment or Customer is otherwise advised of.

(f) Comply with the "Policy and Rules" provided to the Customer

LIABILITY: Customer shall fully indemnified Company in respect of any and all liability caused by the use of the equipment. Any claims Customer may have must be brought within one year of the scheduled return date of equipment.

BLUE WATER FUN, LLC | "USE AGREEMENT"

VENUE: Customer consents that should Company litigate to enforce this agreement, Company may bring said suit in a court where Company is currently conducting business when the litigation is filed.

PROHIBITED CONDUCT:

- (a) Use of the equipment are not allowed to be under the influence of alcohol or any drug that affects his or her ability to use the equipment safely or lawfully.
- (b) Use equipment that is in an unsafe condition that arose during the course of the use and that caused or contributed to the damage or loss, and the Customer was aware or ought to have been aware of the unsafe condition of the equipment.
- (c) Use of Equipment operated outside the term of this agreement or any agreed extension of that term.
- (d) violate the "Policy and Rules" provided to the Customer

ADDITIONAL CHARGES:

- (a) Company is authorized to charge credit / debit cards on file for repairs of equipment Customer is obligated to pay, extension of term of this agreement, replacement of equipment, and / or other obligations of Customer under this agreement
- (b) Unless otherwise stated on the other page of this agreement, Customer is responsible for additional terms of use equal to the term of use and amounts
- (b) Payments for the tem of the use of equipment is due upon execution of this agreement and additional amounts are due upon return / recover of equipment. Company is entitled to interest on the balance at the rate of 18% per year, or the highest amount allowed by law, whichever is lower.
- (c) Cleaning Charges: Any extra-ordinary cleaning be at the expense of Customer

VENUE: Any litigation shall only be brought in a proper court where the Company has an office at the time litigation may be brought and Customer consents to the jurisdiction and venue of the same.

OTHER FEES: Should Company retain the use of an attorney to enforce this agreement, Customer shall be responsible for said fees.

I HAVE BEEN PROVIDED A COPY OF THE BLUE WATER FUN, LLC POLICY AND RULES, THIS DOCUMENT.

X _____ **DATE** ____|____|____
(NAME HERE) (TODAY'S DATE)

