



Twin Cities Cruisers

Acknowledgement and Assumption of Risk Waiver and Release

The term "water vehicle" includes all personal water vehicles and accessories designed to be towed by a boat, including but not limited to jet skis, ski tubes, wakeboards and water skis.

I understand that the water vehicle(s) that I am renting from Twin Cities Cruisers must be operated in a safe manner.

I further understand that the manufacturer of the water vehicle(s) has set forth certain rules pertaining to its safe operation.

I acknowledge that it is unsafe to tow water accessories and water toys around the shoreline, rocks, other boats or water vehicles, or across the wake of other water crafts.

I understand that my failure to operate the water vehicle(s) in accordance with the rules described in this acknowledgement and assumption of risk may result in personal injury or death to me, members of my party or third parties.

I further understand that by allowing members of my party to use the water vehicle(s), I still assume all risks and liabilities as stated in this waiver and release form. Twin Cities Cruisers is renting this water vehicle(s) to the person signed below and only that person.

I acknowledge that I am the parent or guardian of all members of my party who are under the age of 18 years old. I am executing this acknowledgement and assumption of risk on their behalf. If I am not the parent or guardian of any person under the age of 18 in my party, that underage person will not use the water vehicle(s).

I acknowledge that water sports can be dangerous and can cause personal injury, death and property damage to myself, members of my party and third parties. I hereby fully release and forever discharge Twin Cities Cruisers and their respective directors, representatives, employees, dealers and distributors from and against any and all claims, causes of action demands or charges of any nature for property damage or personal injuries including death, which myself or third parties may sustain or incur by my use or operation of these water vehicle(s) and accessories.

The undersigned has carefully read the acknowledgement and assumption of risk and forgoes any claims and indemnity and agrees to all rules within this contract.

PRINTED NAME _____ CUSTOMER SIGNATURE _____

DATE _____



Twin Cities Cruisers

Water Vehicle Rental Rules and Regulations

- 1) Only adult riders and passengers 18 years and older who have signed the WAIVER and RELEASE shall operate the water vehicle.
- 2) A life vest- floatation device must be worn at all times.
- 3) No alcohol or drug consumption at any time during the water vehicle rental.
- 4) Do not operate any water vehicle or other vessel in any manner other than with both hands on the steering apparatus, both feet on the floor and sitting in the seat.
- 5) Do not carry persons or equipment on your water vehicle. ONLY TWO PERSONS PER JET SKI ALLOWED. NO RIDING TRIPLE ON Jet Skis. There is a 500 pound total weight limit.
- 6) Ride at your current skill level. Do not push your limit, be careful and practice safety.
- 7) Do not make sharp turns. Turn gradually. Do not jump waves or cause the water vehicle to leave the water.
- 8) Do not rise in the water or run the water vehicle up on the beach. This damages the machine.
- 9) Do not drive the water vehicle within 500 feet of beach areas, docks or near other water vehicles. Do not attempt to splash or spray another person.
- 10) Do not participate in any race or other contest involving other water vehicles.
- 11) Do not tow other water vehicles and do not have them tow you and your rental water vehicle.
- 12) Be aware of other drivers and water vehicles. Do not drive too close to other water vehicles.
- 13) Do not park and leave water vehicles or keys unattended.
- 14) Water vehicles are to be returned on time or additional fees will be accessed.
- 15) The water vehicle you are renting will come full of fuel upon rental. It is the user's responsibility to keep it full thereafter. The water vehicle must be returned 75 percent full of gas or the user will pay a \$30 fuel fee. The water vehicle requires unleaded gasoline. If you are renting the water vehicle for an extended time period you may need to add TC-W3 (Two Cycle Engine) oil to the oil reservoir, NOT THE GAS TANK.

I hereby authorize to charge my credit card account provided as part of this transaction for any rental or damages I may incur. (A copy of your credit card copied below is being made because new credit cards do not have embossed details that allow cards to be imprinted for manual sales or security deposit for equipment use).

I have read, reviewed and understand the Twin Cities Cruisers rules and regulations as designated above.

PRINTED NAME _____ CUSTOMER SIGNATURE _____

DATE _____



Twin Cities Cruisers

Acknowledgement and Acceptance of Inherent Risk, Waiver and Release and Water Vehicle and Accessory Rental Equipment

Customer name _____ Arrival date and time _____

Customer address _____ Phone number _____

City _____ State _____ Zip code _____

Driver's License # _____ Vehicle # _____

Checked out by _____ Return date and time _____

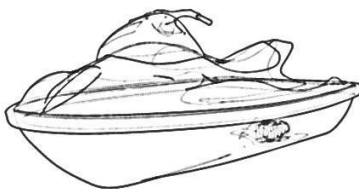
Visa * Mastercard * American Express * Discover * Cash

Rate	X	Period	Total	Plus additional charges	+ \$ _____
\$ _____	Hour	X _____	= \$ _____		_____
\$ _____	Day	X _____	= \$ _____	Subtotal	_____
\$ _____	Week	X _____	= \$ _____	Sales tax	_____
TOTAL = \$ _____				Grand total	_____

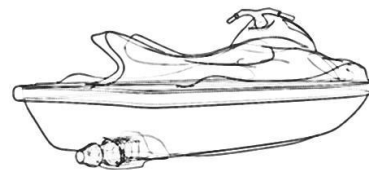
Description of rental equipment

Life jackets _____

Existing damage:



LEFT



RIGHT

Lessee acknowledges receipt of the personal property described on this form. The parties agree that the property was inspected by lessor and personally examined by lessee at the time of acceptance by lessee and that the property was in satisfactory condition. Lessee agrees to rent the property from lessor on the terms and conditions stated in his agreement. Title to the property is, and at all times shall remain with the lessor. Only the parties in this agreement are authorized to use this property, and lessee will not permit the property to be used by other persons other than as designated in this agreement without the express written consent of the lessor. Lessee agrees to use the property in the area stated in this agreement. Lessee acknowledges that the lessor is neither the manufacturer of the property nor the agent of the manufacturer, and that lessor provides no warranty against patent of latent defects in design, construction, operation, material or workmanship. Lessee agrees that in the event any of the property becomes unsafe or in a state of disrepair, lessee will immediately discontinue using the property and will promptly



return the property to lessor. Upon receiving the property, if its condition is not the fault of the lessee, lessor agrees to replace the property with property of like kind and satisfactory working condition, or lessor will rebate the unearned rental charge. Any rebate of rental charges shall be credited on a pro-rate basis based on the actual usage compared to rental period. Upon termination of this agreement, lessee will promptly return the property and all accessories to the lessor's place of business or agreed upon drop off spot in the same condition in which the property was received, ordinary wear and tear expected. Lessee agrees to pay for the damages to or loss of the property while in the possession or control of the lessee. This provision shall not limit the lessee's right to insure against such loss under any property rental agreement. In the event that the lessor must resort to litigation to recover for damages caused by lessee to the property, and lessor prevails in such litigation, lessee agrees to pay lessor's reasonable attorney fees and court costs. Lessee agrees to **INDEMNIFY and HOLD HARMLESS** the lessor and **WILL READ AND SIGN THE ACKNOWLEDGEMENT AND ASSUMPTION OF RISK WAIVER**. Lessee will give lessor immediate notice of any levy attempted upon the property and will indemnify lessor against all loss due to such action. Lessee will notify lessor immediately if property becomes unusable and lessor will have final say on the reason, damage costs and who will be held responsible for time and costs. **Return of the property will be at the due time or additional charges will be imposed by the lessor.** Lessee acknowledges that water sports and recreation can be a dangerous activity, and, during the rental period lessee and lessee's party will observe all water safety rules and laws. **FAILURE TO RETURN THE RENTED PROPERTY WITHIN REASONABLE TIME MAY RESULT IN CRIMINAL CHARGES AS STATED BY MINNESOTA LAWS. VIOLATION OF ANY OF THE WATERCRAFT SAFETY LAWS IS A MISDEMEANOR, AND PUNISHABLE BY A FINE UP TO \$700 AND/OR 90 DAYS IN JAIL.**

PRINTED NAME _____ CUSTOMER SIGNATURE _____

DATE _____

Please initial below:

_____ Received summary of laws and rules regarding personal watercraft operation for the State of Minnesota and Lake Minnetonka, and instructions regarding the laws and rules and safe operation of personal watercraft and received the proper number of life jackets.

_____ I agree to pay 100% of any damages to my rental equipment that incurred during the term of my rental. The above signed authorizes Twin Cities Cruisers to charge damages to participant's credit card account(s). **IF EQUIPMENT IS DAMAGED BEYOND USE, AN ADDITIONAL (1) DAY RENTAL WILL BE ADDED TO DAMAGE.**

_____ I agree to return rental equipment at the designated time. A late return fee will be charged at the rate of \$25 per machine for each 15 minute interval.

_____ If damage exceeds \$1,500 per personal water vehicle an additional \$1,000 per personal water vehicle will be added to your cost for the time or repair and non-rental use.

_____ I accept the optional \$25 insurance coverage, which covers hull damage in excess of the first \$750 deductible. Damage to the propulsion system and engine due to user error is not covered. Coverage is per personal water vehicle rented from Twin Cities Cruisers and does not cover damage to third parties, persons or properties.