

**WATERCRAFT RENTAL AGREEMENT**  
**GLACIAL LAKES RENTAL LLC (“Glacial Lakes”)**

Renter Name and Address: \_\_\_\_\_

Renter Date of Birth: \_\_\_\_\_

Renter Phone Number: (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_ (cell)

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Cost: \_\_\_\_\_

Lake: \_\_\_\_\_

Delivery to Lake By Glacial Lakes Rental LLC: Yes No

Date(s) and Times of Rental: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ : \_\_\_\_ AM PM

I agree to the following terms and conditions:

**Returns:** The Renter shall return the watercraft and all associated items that are the property of Glacial Lakes to the location to where Glacial Lakes delivered it.

**Execution and Deposit Required:** Prior to any use, the renter and any authorized user shall sign this agreement, and present a copy to Glacial Lakes. Any rental fee and required deposit shall have been presented or approved if on a credit card.

**Damage Deposit:** Any damage deposit shall be immediately payable or an authorized charge to a credit or debit account, to Glacial Lakes. Said deposit shall be released upon Glacial Lakes' satisfaction with the condition of the rental. In the event Glacial Lakes asserts a claim against the damage deposit, it shall be permitted to immediately access and charge said deposit. Notice of such access shall be provided by mail at the address above, and SMS pursuant to the number above.

**Refunds:** Any rental payment or deposit will be refunded if notice of cancellation is given in writing or SMS at least 48 hours prior to the commencement of the scheduled rental.

**Instructions:** The first 15 minutes of the rental time shall be dedicated to instructions and safety review.

**Late arrival:** The rental period shall begin at the time scheduled. Late arrival shall not serve to extend the rental period. Glacial Lakes will leave the assigned rental location 1 hour after the scheduled time and location for the beginning of the rental.

**Waiver and Release:** Renter, and any Authorized User signing hereunder, hereby waives any and all claims against Glacial Lakes Rental LLC Water- Sports LLC d/b/a Glacial Lakes Rental LLC Watercraft Rentals ("Glacial Lakes Rental LLC"), its employees, owners and agents, and releases Glacial Lakes Rental LLC from all liability for injury, death, property damage or any other loss sustained or caused by Renter and any member of Renter's party while this Agreement is in effect, due to any cause whatsoever as a result of its use of the Watercraft and trailer, if applicable. Renter further agrees to assume full responsibility for, indemnify Glacial Lakes Rental LLC for and hold Glacial Lakes Rental LLC harmless for such injury, death, property damage or any other loss which occurs as a direct or indirect result of the use of the Watercraft trailer, if applicable, during the rental.

**Terms and Conditions:** The Terms and Conditions attached to this Agreement are incorporated herein by this reference. Renter acknowledges receipt of and agrees to such Terms and Conditions.

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Renter

Authorized User

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Print                    / Sign

Authorized User

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Print                    / Sign  
[Additional Authorized User sign on back]

GLACIAL LAKES RENTAL LLC  
WATERCRAFT RENTALS

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By: Chad Christianson, Member

## TERMS AND CONDITIONS OF WATERCRAFT RENTAL AGREEMENT

These terms and conditions (the "Terms") are made pursuant to and as part of the Watercraft Rental Agreement made by and between Glacial Lakes Rental LLC W and the undersigned ("Renter") (collectively, the "Agreement"). The Agreement shall be effective when signed by both Glacial Lakes Rental LLC and Renter. The parties in consideration of the mutual promises contained herein, now agree as follows:

1. **Rental.** Renter has agreed to rent a Watercraft (the "Watercraft", which, for purposes of these Terms, shall include the trailer used to transport the Watercraft) from Glacial Lakes Rental LLC (the "Rental"), as described in the Agreement, which is subject to these Terms.
2. **Dangerous Activities.** Renter Acknowledgements and Glacial Lakes Rental LLC Disclosures. Renter acknowledges that its participation in boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to itself, to property, or to third parties. Renter understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
3. **Risks.** The risks include, among other things: slips and falls; collision with fixed objects or other watercraft; sea sickness; boat capsize and entrapment; rapidly changing adverse weather and water conditions; surf and currents; strong wind, cold, storms, large waves, eddies and whirlpools, lightning; travel in remote areas; cold water shock, hypothermia, accidental drowning; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; wrist, arm, shoulder, and/or back injuries; aggressive and/or poisonous marine life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; Renter's own physical condition, and the physical exertion associated with this activity. Traveling to and from the pier or dock raises the possibility of any manner of transportation accidents.
4. **Non-warranty.** Glacial Lakes Rental LLC and its employees shall not be expected to warranty safe conditions relating to the conditions of the body of water, or weather conditions. It shall not warranty fitness of the users to use the watercraft. It shall not warranty the adequacy of the instructions or the user's ability to comprehend dangers. have difficult jobs to perform.
5. General Rules. In addition to the terms set forth in the Agreement and the other provisions of these Terms, the Rental is conditioned on and shall be governed by the following rules

- a) Only persons 18 and older who have a validly issued driver's license and who have signed the Agreement shall be permitted to operate the Watercraft.
- b) No person shall operate the Watercraft in any manner other than with both hands on the steering apparatus and both feet on the ski, and shall remain seated on the seat. Passengers shall maintain both feet on the Watercraft and remain seated on the seat.
- c) The Watercraft has a 4851b/220kg weight limit, and Renter shall not allow the weight on the Watercraft to exceed such amount. The Watercraft has three seats, and the Renter shall not allow more than three riders to sit on or operate the Watercraft at any time.
- d) Renter is advised to operate the Watercraft at its current skill level.
- e) Renter shall not make sharp turns, but agrees to turn gradually. Renter shall not jump waves or cause the Watercraft to leave the water.
- f) Renter shall not rise in the water or run the Watercraft up on the ground. Rocks and other obstacles exist below the surface, and Renter shall make itself aware of any such obstacles prior to operating the Watercraft.
- g) Renter shall not drive the Watercraft within 250 feet of swimming and beach areas, docks, snorkelers, divers or other vessels.
- h) Renter shall not attempt to splash or spray any other person or vessel.
- i) Any Watercraft rollover requires an inspection and Renter agrees that any rollover shall result in a fee of \$50.00 payable by Renter to Glacial Lakes Rental LLC.
- j) Renter agrees that, upon check-in of the Watercraft, it will inform Glacial Lakes Rental LLC of any damage that may have occurred to the Watercraft.
- k) Renter shall not create a wake within the area of the marina or beach, or other areas designated as no wake zones.
- l) Renter shall not participate in any race, exhibition or other contest involving Watercraft and/or other vessels.
- m) Renter shall not tow other Watercrafts, other vessels, persons or any other objects, and shall not have them tow the Watercraft rented by Renter.
- n) Renter shall not leave the Watercraft, equipment or keys unattended.
- o) Renter shall follow the directions and safety rules as posted on the Watercraft or as otherwise provided to Renter by Glacial Lakes Rental LLC.
- p) Renter shall not disassemble or attempt to make any repairs or adjustments to the Watercraft or its parts.
- q) Glacial Lakes Rental LLC will not provide refunds for early returns.
- r) Renter shall cause no damage, internal or external, to the Watercraft or to the property of any other person or entity. To the extent any such damage is caused, Renter shall be solely responsible to Glacial Lakes Rental LLC or such property owner, as the case may be.
- s) Watercrafts are to be returned on time or additional fees will be assessed. Overtime charges are \$2 per minute.

4. Required Age. The Renter shall be at least 18 years of age. In the event the Renter has not attained the age of 18 years of age prior to the commencement of the Rental, Renter's parent or guardian shall also execute the Agreement, which shall be binding on both the Renter and his or her parent or guardian.

5. Authorized User. Subject to Glacial Lakes Rental LLC's discretion, the Renter shall be permitted to allow one other person, to be known as the Authorized User, to operate the Watercraft. Notwithstanding the foregoing, the Authorized User must be designated at or prior to the commencement of the Rental, must complete the Agreement (other than the Credit Card Authorization and other information pertaining to payment of the Rental). Where an Authorized User is designated by Renter and approved by Glacial Lakes Rental LLC, the term Renter as used herein shall also apply to the Authorized User.

6. Banned Substances. Prior usage, usage during the Rental, or possession of narcotics, marijuana, beer or alcoholic beverages or other illegal substances by the Renter, will result in the termination of the Rental and forfeiture of all amounts paid by Renter to Glacial Lakes Rental LLC.

7. Weather. Glacial Lakes Rental LLC takes no responsibility for inclement weather, and Renter shall not receive a refund for early returns or cancellations as a result of the weather, except as expressly set forth in these Terms.

8. Release and Hold Harmless.

a) Renter expressly agrees and accepts and assumes all of the risks existing with respect to the Rental. Renter's participation in this activity is purely voluntary, and it elects to participate in spite of the risks, of which it is aware.

b) Renter hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless Glacial Lakes Rental LLC and its affiliates and directors, officers, employees, agents, representatives, affiliates, subsidiaries, successors and assigns (each an "Indemnitee") from any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses), which are in any way connected with its participation in this activity or use or transportation of the Watercraft, including any such claims which allege negligent acts or omissions of Glacial Lakes Rental LLC. Glacial Lakes Rental LLC shall not be held liable for any injury or fatality that is caused by either direct or indirect action of Renter or any member of Renter's party. Glacial Lakes Rental LLC shall not be liable for any of Renter's personal items that are lost or stolen.

c) Renter hereby waives any and all claims which Renter may have against Glacial Lakes Rental LLC and releases Glacial Lakes Rental LLC and from all liability for injury, death, property damage or any other loss sustained to Renter and any member of Renter's party a result of Renter's participation in the Rental, due to any cause whatsoever including without limitation, negligence on the part of Glacial Lakes Rental LLC. Renter further agrees to indemnify Glacial Lakes Rental LLC for any and all legal fees or costs which may be incurred in defending any lawsuit or claim that Renter or any member of Renter's party may bring against them.

d) Renter agrees to release, forever discharge and hold harmless Glacial Lakes Rental LLC for any injuries, damages or claims that result from Renter's negligence; including any injuries, claims or damages asserted by Renter's guests, invitees or third parties. Glacial Lakes Rental LLC agrees to release, forever discharge and hold harmless Renter for any injuries, damages or claims that are the direct result of Glacial Lakes Rental LLC's negligence; including injuries, claims or damages resulting from defective Watercraft or improper assembly or installation of the Watercraft.

e) Glacial Lakes Rental LLC operates out of Hillside Resort, Inc. Renter agrees to releases, forever discharges, and agrees to indemnify and hold harmless Hillside Resort,

Inc. in the same manner and to the same extent in which it takes such actions or releases such rights with respect to Glacial Lakes Rental LLC set forth in these Terms.

9. Default. In the event the Renter defaults in the performance of any of his/her obligations, including violations of laws, regulations, or rules set forth in these Terms, in the Agreement or otherwise by Glacial Lakes Rental LLC, will result in forfeiture of Renter's rental payment, deposit and use of the Watercraft. Renter shall be solely responsible for any damage caused to the Watercraft.

10. Renter's Representations, Acknowledgments and Warranties.

a) Renter acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the Watercraft being rented and the transport of the Watercraft by Renter. To the extent that Renter's insurance is inadequate, Renter agrees to bear the costs of defense and liability of any such injury or damage itself.

b) Renter certifies and represents that it is willing to assume the risk of any medical or physical condition it may have.

c) Renter acknowledges that the Watercraft has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear.

d) If Renter is towing the Watercraft, it represents that its vehicle is suitable for such purpose, and that it will obey all traffic laws. Any violations of laws, other than those pertaining to licensing the trailer, shall be Renter's responsibility. Renter agrees that any damage to the Watercraft or trailer during transport shall be Renter's sole responsibility.

e) By signing the Agreement incorporating these terms, Renter acknowledges that it may be found by a court of law to have waived its right to maintain a lawsuit against Glacial Lakes Rental LLC on the basis of a claim from which it has released it herein.

11. Included Items. Glacial Lakes Rental LLC will provide fuel for the Watercraft and life vest floatation devices in sizes small through extra-large.

12. Flotation Devices. Life vest floatation devices must be worn at all times by all operators and passengers. It is Renter's responsibility to obtain and use life vest floatation devices, and have riders obtain and use, life jackets which fit and comply with any laws pertaining to the use of life vest floatation devices. Renter and its party agree to accept all liability associated with using any of such items, and agree to hold Glacial Lakes Rental LLC with respect to the use of such items.

13. Grant of Access. Renter grants Glacial Lakes Rental LLC right to enter Renter's property for the delivery, pick-up or repossession of the Watercraft. Renter agrees not to loan, sublet or otherwise dispose of the Watercraft, or let others (other than the Authorized User, if any) operate the Watercraft.

14. Emergencies and Functional Issues. In the event of an emergency, call 911. If the Watercraft is not functioning properly or with any questions about using the Watercraft where there is no imminent danger to Renter or others, please contact Glacial Lakes Rental LLC by phone at (605) 809-5440.

15. Use of Materials. Glacial Lakes Rental LLC shall have permission to take and use pictures of Renter and other members of Renter's group for references and advertisement.

16. Unenforceability. In the event any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

17. Heirs and Successors. These Terms and the Agreement shall be binding on Renter's and Glacial Lakes Rental LLC's heirs, successors and assigns, and are executed on behalf of Glacial Lakes Rental LLC's agents, owners, officers, participants, employees, and all other persons or entities acting in any capacity on its behalf and on behalf of Renter and Renter's spouse, children, parents, personal representative and estate.

18. Opportunity to Review. Renter acknowledges that it had sufficient time and opportunity to read the Agreement and these Terms, and understands their content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

19. Governing Law; Forum. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of South Dakota, without regard to any choice of law or conflict of law provision or rule. Venue for any dispute arising hereunder shall be exclusively in a court of competent jurisdiction in South Dakota.

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Renter

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Authorized User