

**WATER CRAFT AND EQUIPMENT RENTAL AGREEMENT:**  
**WAIVER AND RELEASE OF LIABILITY,**  
**ASSUMPTION OF RISK, AND INDEMNITY**

**IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING RENTAL AGREEMENT WHICH CONTAIN THE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND THE RENTAL COMPANY (DEFINED BELOW), THAT AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION II AS TO EXPRESS ASSUMPTION OF RISK and SECTION III GOVERNING A RELEASE OF LIABILITY, AND SECTION V, WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES, AND REQUIREMENTS AND IDENTIFYING THE FORUM FOR SUIT AND WAIVER OF JURY TRIAL.**

**I. DISCLAIMER**

**YOU MUST BE 25 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OVER THE AGE OF 25.**

This Rental Agreement, including the Waiver and Release of Liability, Assumption of Risk, and Indemnity Provisions (collectively referred herein as “Rental Agreement”) is applicable to all renters, operators, passengers, riders, guests, users, and each’s spouses, heirs, personal representatives, principals, agents, and assigns (collectively referred herein as “Lessee”), of rented watercraft and equipment provided by Rental Company, Liberty Rentals SC, LLC, dba “Liberty Rentals.” (For purposes of this Rental Agreement, the term “Rental Company” includes Liberty Rentals SC, LLC and all of its principals, members, partners, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries (collectively referred herein as “Rental Company” or “Lessor”). The undersigned Lessee agrees that he/she/they are signing on behalf of himself/herself/themselves, and that this Rental Agreement is also on behalf of any and all other Lessee as well as minor children for whom he/she/they are the parent, guardian, or otherwise responsible for care, custody or control. Lessee agrees that he/she/they will disclose to Lessor all potential operators, passengers, guests, riders, and users of rented watercraft and rental equipment. Lessee further agrees that in the event that he/she/they fail to notify Lessor of all potential operators, passengers, guests, rider or users of rented watercraft and equipment, he/she/they

will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Rental Company.

**II. EXPRESS ASSUMPTION OF RISK—CAUTION!!  
READ BEFORE ELECTRONICALLY SIGNING**

**I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT AND RENTAL EQUIPMENT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DEATH, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**

**III. RELEASE / COVENANT NOT TO SUE—CAUTION!!  
READ BEFORE ELECTRONICALLY SIGNING**

**I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME, ANY LESSEE, AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN. AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I AND LESSEE PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.**

**IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!!  
READ BEFORE ELECTRONICALLY SIGNING**

**I AND LESSEE AGREE THAT I AND LESSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, LESSEE, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF RENTED WATERCRAFT AND EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.**

**V. GENERAL TERMS AND CONDITIONS**

**Lessees certify that each has received adequate and proper safety and operational instruction** for the equipment and watercraft from rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. Lessee agrees not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions received from Rental Company. Lessee also agrees to the following terms and conditions.

- (1) **PAYMENT TERMS**: Prior to initiation of the rental period, payment in full is due. LESSEE acknowledges that each rental starts at the time specified on the rental agreement regardless of when the rental craft is picked up from the LESSOR. In the event that the craft is not returned at the specified time herein, LESSEE agrees to pay for overtime based on a late fee agreed upon with Rental Company on a per half-hour basis. LESSOR'S ability to provide a rental watercraft and equipment if reserved, is contingent upon and subject to return of the unit and equipment by the previous lessee, or any other cause beyond LESSOR'S control.
- (2) **SECURITY DEPOSIT**: In addition to the rental payment terms, the LESSEE shall pay a minimum \$500.00 security deposit (either cash or by credit card) at the time this rental agreement is signed for each craft rented. If a cash security deposit is made, the LESSEE must also provide the LESSOR with a valid credit card. This deposit will be returned to the LESSEE upon termination of this rental agreement, less any expenses incurred to retrieve the craft and/or to repair any damage caused to this craft by the LESSEE or anyone else during the rental period. Should damages

exceed the minimum \$500.00 deposit, the LESSEE agrees to make payment in full immediately upon presentation of an itemized repair bill. This security deposit shall not bear interest.

- (3) **BAREBOAT CHARTER**. In consideration of the rental fees and strict adherence to this Rental Agreement, LESSEE shall be permitted to utilize the watercraft and equipment on a “bareboat charter” basis. LESSEE is free to designate or hire, at LESSEE’s own expense and direction, a captain and/or crew of their own choosing. However, any captain and/or crew hired or designated by LESSEE must be identified and included as a LESSEE on this Rental Agreement, and shall be physically and mentally fit and legally allowed to operate the rented watercraft consistent with this Rental Agreement. Such captain and/or crew shall not be considered employees or under the direction of LESSOR.
- (4) **WARRANTY**: The LESSOR makes no warranties, express or implied as to the craft or equipment rented. The LESSEE assumes the responsibility for the condition of the craft and equipment. The LESSEE acknowledges LESSEE has carefully examined the craft, which is defined to include all equipment and accessories, and finds it fit and suitable for its intended purpose for which it is leased, and that all other accessory equipment is in suitable and acceptable condition. The LESSEE agrees that LESSEE will maintain the craft in a safe, dependable condition while in LESSEE’s custody and/or control.
- (5) **RISK OF LOSS OR DAMAGE**: The LESSEE assumes all risk of loss or damage to the craft from any cause and agrees to return the craft in the condition received from the LESSOR, with the exception of normal wear and tear. The LESSEE agrees to return this craft on or before the expiration of the rental period in the condition it is in now EXCEPT AS expressly provided for in writing to LESSOR prior to commencement of rental. If the water craft is damaged or lost, the LESSOR shall have the option of requiring the LESSEE to repair the equipment to a state of good and working order or replace the craft with a like craft in good repair.
- (6) **NOTICE OF DAMAGE**: In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the water craft or equipment that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE’s risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
- (7) **CANCELLATION**: LESSOR holds the right to deny rental craft to LESSEE if the LESSEE does not have required documentation for use of rental craft, which includes but is not limited to, proper certification or valid

state driver's license or identification card. LESSOR reserves the right to cancel this rental agreement due to breach of any terms of the agreement or due to inclement or impending bad weather. Rental fees will not be prorated based on the time used. No refunds will be issued.

- (8) **MINIMUM AGE**: The LESSEE shall provide evidence that LESSEE is at least twenty-five (25) years of age.
- (9) **HEALTH OF LESSEE**: The LESSEE certifies that LESSEE is in good health, has no physical limitations that may be of danger to themselves or of anyone else, and that they are capable of safe operation of the water craft and equipment. Furthermore, the LESSEE certifies that LESSEE is and will NOT be under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.
- (10) **CARE AND OPERATION**: The LESSEE agrees to operate the craft and any equipment only in careful and a proper manner, and to obey and comply with all laws and regulations for craft operation and/or apply to equipment. LESSEE also agrees to all other rules, terms, and conditions provided herein as well as provided at or during the time of rental.
- (11) **PROHIBITED USE(S)**: LESSEE agrees **NOT** to use, nor permit use of the rental craft or equipment:
- (a) for any unlawful purpose;
  - (b) in a careless or negligent manner;
  - (c) while under the influence of any liquor, drugs, narcotics, and/or other substance that could cause impairment;
  - (d) by any other person not signing and/or agreeing to the terms of this Rental Agreement and/or as provided at the time of rental;
  - (e) to carry passengers or property for hire;
  - (f) to carry passengers or personal property in excess of the capacity and weight limits listed;
  - (g) to push, propel or tow another boat, barge or any other thing without the written permission of the Rental Company;
  - (h) to race or in any competition;
  - (i) in violation of maritime rules of the road at all times;
  - (j) pick up anyone not identified as a LESSEE from any other location;
  - (k) removal of motor or equipment or attempts to repair without written permission of the Rental Company;
  - (l) removal of any safety equipment;
  - (m) so as to operate in violation of any local rules or regulations, including but not limited to operating at unsafe speed and/or above no wake zones, and
  - (n) come within 200 ft. of shore, other boats, docks, obstacles, buoys, rocks, obstructions, etc.

Furthermore, the rules and regulations contained herein as well as those also supplied to LESSOR and those available or posted on its website, the office, on the craft, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities and incorporated here by reference. The LESSEE certifies that LESSEE and all those involved in the rental have read and understand said rules and regulations, agreed to them, and further assumes the responsibility to see that all family and/or guests will obey the rules and regulations.

(12) **INHERENT DANGER**: The LESSEE understands and agrees that crafts and their operation as well as use of equipment is an inherently dangerous activity. Some of the risks include, but are not limited to: collision, allision, falling overboard, drowning, hypothermia, broken bones, bruises, propeller strike, loss of limbs, paralysis, and death, among others. The LESSEE certifies that LESSEE understands the rules and regulations for the safe operation of crafts and related equipment. The LESSEE further agrees not to let anyone else operate this craft or the equipment except as provided by this Rental Agreement. Accordingly, LESSEE, including all additional lessee(s), assumes the risk of injury, death, illness or other loss, and agrees that in no event is LESSOR liable.

(13) **HOLD HARMLESS AND INDEMNITY**: The LESSEE hereby agrees to bind LESSEE, LESSEE's heirs, personal representatives, principals, agents, and assigns and hereby releases and discharges LESSOR, its owners, officers, affiliates, employees, agents, and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments, and attorney fees, which the LESSEE or the LESSEE's heirs, passengers, guests, personal representatives or assigns may or have, or claim to or will have, including but not limited to, for negligence of the LESSOR, its owners, officers, affiliates, employees, agents, and assigns, created by or arising from any instruction (or lack thereof), inspection, provisioning, use, operation, entrustment, handling, or transportation of the water craft and/or equipment by the LESSEE or anyone else.

LESSEE further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the LESSOR, its owners, officers, affiliates, employees, agents, and assigns, from and against any and all loss, disputes, claims for loss of/or damage to property or injury to persons (including death), fines, penalties, liabilities, charges or expenses of any nature whatsoever resulting through or which are created or arise out of the rental, use, operation or possession of the craft or equipment and/or relating to or arising from being on or at the premises of LESSOR. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in or on the craft, including loss or damage

caused by fire, water, theft or any other cause whatsoever. LESSEE also expressly agrees to defend, indemnify and hold LESSOR, including but not limited to its owners, officers, affiliates, employees, agents, and assigns, harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing Rental Agreement by LESSOR, including but not limited to, expenses incurred to enforce this agreement, in collection or attempting to collect delinquent rent and in the event of a suit by LESSOR to recover possession of the craft and/or to enforce any of the terms, conditions and/or provisions hereof. The LESSEE agrees to pay all claims brought by third parties resulting from the operation and/or use of the craft and/or equipment, including LESSOR's attorney fees and other costs.

- (14) **COVID-19 & VIRUS RELEASE.** LESSOR cannot guarantee that LESSEE will not become infected with COVID-19 or other illness while at the rental facility or during the rental period. By signing this Rental Agreement, LESSEE acknowledges the contagious nature of COVID-19, as well as other viruses, bacteria, amoebas, pathogens, chemicals, toxins, and/or parasites, and voluntarily assumes the risk that anyone using the water craft or equipment may be exposed to illnesses and that such exposure may result in personal injury, further illness, permanent disability or death. Notwithstanding such risk, LESSOR voluntarily agrees to assume them by using the rented water craft and equipment consistent with this Rental Agreement, and hereby releases and hold harmless LESSOR, its employees, and contractors, from any and all claims, liability, or damages in connection with COVID-19 or other exposure, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR.
- (15) **INSURANCE:** RENTAL COMPANY, ITSELF, DOES NOT PROVIDE ANY INSURANCE COVERAGE FOR ANY BAREBOAT CHARTER AND/OR RENTED WATER CRAFT OR EQUIPMENT, AND THEREFORE LESEEE SHALL OBTAIN INSURANCE, SHOULD IT CHOOSE TO DO SO. SHOULD LESEEE OBTAIN INSURANCE, IT WILL DO SEEK TO HAVE THE RENTAL COMPANY NAMED AS AN ADDITIONAL INSURED.
- (16) **VENUE & TIME LIMITATIONS:** This Rental Agreement shall be governed by and construed under the laws of the State of South Carolina. It is understood and agreed that venue of any dispute or action arising under this agreement or the rental shall be in Oconee County, South Carolina, to the exclusion of any other fora or venue and to the exclusion of the courts of any other state, city, municipality, county or locale. LESSEE consents to jurisdiction and waives any objection that may be available to any such action being brought in such courts. It is also agreed that any action whatsoever against the Rental Company shall be brought only if written

notice is made within 15 days following the date of this agreement and suit is filed within one (1) year. All parties to the Rental Agreement hereby and forever waive the right to have a jury trial. In the event Rental Company prevails in any dispute, litigation or claim relating to the enforcement of the provisions contained herein, Lessee agrees to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

- (17) **SEVERABILITY**: Should any item or condition of this Rental Agreement be held void or unenforceable, then that item shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

**THE TERMS AND CONDITIONS ON THIS RENTAL AGREEMENT FORMS A CONTRACT CONTAINING THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT. ADDITIONALLY, THE CONSIDERATION RECITED SEPEARATELY HEREWITH IS THE FULL, COMPLETE AND ENTIRE CONSIDERATION FOR THIS RENTAL AGREEMENT, AND THERE IS NO FURTHER CONSIDERATION TO BE PAID BY ANY PARTY TO ANY OTHER PARTY OTHER THAN AS RECITED HEREIN.**

By engaging in the rental and by acknowledgment of these terms and this agreement, each LESSEE, acknowledges and agrees that each has read and understood the terms and agree to be bound by them. If any of my guest(s) identified below is a minor, the LESEE, as their parent or guardian, agree that they are also bound by these terms.

**Lessee expressly warrants and represents that before executing this Rental Agreement Lessee has fully informed himself, herself and/or themselves of the terms, conditions and effect of this Rental Agreement, and that each has relied solely on my own judgment in executing this document.**

Lessee has read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and by agreeing to these terms, each **understand that Lessee is giving up substantial rights in consideration for use of Rental Company's watercraft and equipment**. As a Lessee, it is agreed that this Rental Agreement is entered into willingly, freely and voluntarily.

**CAUTION!!! READ ENTIRE DOCUMENT BEFORE ELECTONICALLY SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY**