

A large, light gray watermark of the River Road Watersports logo is centered on the page. The logo is circular and contains the text 'RIVER ROAD' at the top and 'WATERSPORTS' at the bottom. In the center of the logo is a stylized figure of a person in a boat, possibly a water skier or a person on a jet ski, with a wake behind them.

River Road Watersports Indemnity Agreement

2021

This indemnity agreement contains the following information: Operator Details, Inventory Checklist, Watercraft Inspection, Estimated Damage Costs, Waiver and Release of Liability, Assumption of Risk, and General Terms and Conditions.

You must read and sign this entire agreement prior to your departure time!!!

River Road Watersports – Indemnity Agreement

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

Name:

Date:

Address:

City:

State:

Zip:

Cell Phone:

Home Phone:

Email:

Drivers Lic#:

State:

Date of Birth:

Leave Time:

Return Time:

Max on Jet Ski (3)
Life Jacket Sizes Supplied

JR YO XS SM MD LG XL XX 3X

Boat (Make/Type):

Boat Hrs out:

Fuel Usage:

Boat#/Name

Boat Hrs in:

Boat Ramp:

INVENTORY CHECKLIST

ITEMS	QUANTITY	COST PER UNIT (IF NOT RETURNED)
ORANGE LIFE VEST		\$25.00
NEOPRENE LIFE VESTS		\$60.00
ANCHOR		\$50.00
FIRE EXTINGUISHERS		\$50.00
LANYARD		\$20.00
GO PRO		\$400.00
TUBE		\$200.00
TUBE ROPE		\$50.00

Operator acknowledges all items indicated above are true and accurate and accepts all responsibility for items and damages as stated within this agreement.

Signature: _____

River Road Watersports – Indemnity Agreement

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

WATERCRAFT INSPECTION

	INITIAL PRE-RELEASE INSPECTION	FINAL INSPECTION
EXTERIOR		
SEATS		
CARPET		
LADDER		
JET PUMP		
STEREO & SPEAKERS		
ORANGE LIFE VEST		
NEOPRENE LIFE VESTS		
ANCHOR		
FIRE EXTINGUISHERS		
WATERSPORTS EQUIPMENT		
GO PRO		
TUBE		
TUBE ROPE		

*Note: Signed Watercraft Damage Waivers attached become part of the agreement

OPERATOR IS RESPONSIBLE FOR WATERCRAFT AND ALL ACCESSORIES FOR THE ENTIRE PERIOD UNTIL WATERCRAFT IS RETURNED TO R2 WATERSPORTS, LLC. INCLUDING, BUT NOT LIMITED TO THE EVENT OF WEATHER OR UNFORSEEN CIRCUMSTANCES WHICH MAKE IT NECESSARY TO LEAVE WATERCRAFT SECURED IN WATER. OPERATOR SHOULD BE MINDFUL THAT ANY DAMAGE OCCURRING FROM WATERCRAFT NOT BEING SECURED PROPERLY UNDER ANY CIRCUMSTANCE IS HIS/HER RESPONSIBILITY.

ESTIMATED COST OF DAMAGE

FOLLOWING IS A LIST OF POTENTIAL DAMAGES THAT MAY OCCUR DUE TO OPERATOR'S NEGLIGENCE DURING THE ACTIVITY. FOR EACH ITEM LISTED, THERE IS AN **ESTIMATED** COST OF REPLACEMENT AND/OR REPAIR. ALL DAMAGES WILL BE REPAIRED BY A CERTIFIED MARINE MECHANIC AND THE COSTS ABSORBED BY THE OPERATOR WILL INCLUDE TOTAL COST OF THE INVOICE PLUS 25%. THIS LIST IS NOT ALL INCLUSIVE. ANY ADDITIONAL DAMAGES INCURRED, THAT ARE NOT LISTED HEREIN, WILL BE REPAIRED AND CHARGED TO THE OPERATOR AS STATED ABOVE.

***PLEASE NOTE: NO SMOKING IS PERMITTED ON WATERCRAFTS & PETS ARE NOT ALLOWED ON THE WATERCRAFT.**

- | | |
|--|------------------------|
| SEAT TEAR - \$350 MINIMUM (IF SEAT HAS TO BE REPLACED THE COST COULD EXCEED \$1,500) | WAKESURF/BOARD - \$500 |
| STEREO - \$350 STEREO SPEAKER - \$150 | |
| CARPET DAMAGE- \$75 MINIMUM | |
| JET PUMP DAMAGE - \$850 | OTHERS: |
| LADDER DAMAGE - \$225 | |
| SCRATCHES OR DAMAGE TO GEL COAT - \$300 MINIMUM (COST COULD EXCEED \$1,000) | |
| GO PRO - \$400 | |
| A SECURITY DEPOSIT OF \$500 WILL BE HELD PER WATERCRAFT | |

Operator Signature: _____

River Road Watersports – Indemnity Agreement

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

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AGREEMENT - WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE OR OLDER TO RECEIVE DELIVERY OF ANY WATERCRAFT. ANYONE UNDER 18 YEARS OF AGE MAY NOT OPERATE THE WATERCRAFT AT ANY TIME DURING THIS ACTIVITY.

THIS AGREEMENT: WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY ("AGREEMENT") IS APPLICABLE TO ALL OPERATORS, PASSENGERS, AND USERS OF EQUIPMENT PROVIDED BY R2 WATERSPORTS, LLC. *(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM "R2 WATERSPORTS, LLC" INCLUDES ALL EMPLOYEES AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF R2 WATERSPORTS, LLC). THE UNDERSIGNED AGREES THAT HE/SHE IS ALSO SIGNING THE RELEASE ON BEHALF OF ANY MINOR CHILDREN FOR WHOM HE/SHE IS PARENT, GUARDIAN, OR OTHERWISE RESPONSIBLE FOR CARE, CUSTODY AND CONTROL. OPERATOR AGREES THAT HE/SHE WILL DISCLOSE TO R2 WATERSPORTS, LLC ALL POTENTIAL OPERATORS, PASSENGERS, AND USERS OF SAID EQUIPMENT. OPERATOR FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY R2 WATERSPORTS, LLC OF ALL POTENTIAL OPERATORS, PASSENGERS, OR USERS OF SAID EQUIPMENT, HE/SHE WILL BE PERSONALLY LIABLE FOR ANY DAMAGES TO THE UNDISCLOSED INDIVIDUAL, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OF FAULT OF R2 WATERSPORTS, LLC. R2 WATERSPORTS, LLC IS NOT RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO UNDISCLOSED OPERATORS AND PASSENGERS, AND UNDISCLOSED OPERATORS OR PASSENGERS ARE NOT ALLOWED TO USE ANY WATERCRAFT OR EQUIPMENT OF R2 WATERSPORTS, LLC.

II. EXPRESS ASSUMPTION OF RISK - CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT 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 HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I HAVE NO HEALTH RESTRICTIONS WHICH WOULD PREVENT ME FROM PARTICIPATING IN ANY ACTIVITIES OR ENTERING INTO THIS AGREEMENT. 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, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE EQUIPMENT OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT, OR OMISSION OF R2 WATERSPORTS, LLC. AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I ACKNOWLEDGE THAT THIS EQUIPMENT IS NOT CONSIDERED AN EQUIPMENT RENTAL AND THAT R2 WATERSPORTS LLC IS ONLY ACCEPTING PAYMENT ON SAID EQUIPMENT FOR THE DELIVERY, MAINTENANCE AND STORAGE OF SAID EQUIPMENT.

III. RELEASE OF LIABILITY ---CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS R2 WATERSPORTS, LLC 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 AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF R2 WATERSPORTS, LLC OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSONS OR PROPERTY INCURRED 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.

IV. COVENANT NOT TO SUE ---CAUTION!! READ BEFORE SIGNING

AS PART OF THE CONSIDERATION FOR USING THE EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST R2 WATERSPORTS, LLC FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. IT IS THE INTENT OF THIS AGREEMENT TO FULLY AND COMPLETELY RELEASE R2 WATERSPORTS, LLC FROM ALL CLAIMS. THIS INCLUDES THE USE OF ALL PHOTOS TAKEN DURING THE ACTIVITY OR TOUR.

V. LIABILITY TO THIRD PARTIES--- CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS R2 WATERSPORTS, LLC FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFTS AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE OPERATION, OR USE OF EQUIPMENT PROVIDED BY R2 WATERSPORTS, LLC. EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF R2 WATERSPORTS, LLC.

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. INITIALS: (1) _____ (2) _____ (3) _____

**Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

River Road Watersports – Agreement

COMPANY:
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RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com
215 W. Water St. Grafton, IL 62037

VI. OPERATOR CONSENT TO PAYMENT OF EQUIPMENT LOSSES AND DAMAGES

A VALID CREDIT CARD NUMBER SHALL BE RETAINED BY R2 WATERSPORTS, LLC AND WILL BE USED TO PROVIDE FULL COMPENSATION FOR FAILING TO RETURN SAID EQUIPMENT IN AS GOOD CONDITION AS WHEN RECEIVED BY OPERATOR. COMPENSATION INCLUDES, BUT IS NOT LIMITED TO, REIMBURSEMENT OF ARTICLES DAMAGED, MISSING OR BROKEN. OPERATOR AUTHORIZES R2 WATERSPORTS, LLC TO CHARGE OPERATORS CREDIT CARD FOR THESE ITEMS IN SUCH CASE. IN THE ALTERNATIVE OR IN ADDITION TO THE CHARGES TO OPERATORS CREDIT CARD, R2 WATERSPORTS, LLC, IN ITS SOLE DISCRETION, MAY DEMAND THAT OPERATOR PAY SUCH CHARGES IN IMMEDIATELY AVAILABLE FUNDS SUCH AS CASH OR CERTIFIED CHECK. THE AMOUNT AVAILABLE ON THE BALANCE OF THE CREDIT CARD SHALL IN NO WAY BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES, REIMBURSEMENTS, OR ACTIVITY CHARGES OWED TO R2 WATERSPORTS, LLC BY THE OPERATOR. WATERCRAFT UNITS ARE NOT CONSIDERED "RENTAL" UNITS AND PAYMENTS ARE SOLELY FOR THE UNIT DELIVERY SERVICE, THEREFORE ANY FUNDS RECEIVED BY R2 WATERSPORTS, LLC ARE SOLELY AS A "DONATION" FOR DELIEVERY.

OPERATOR HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT THE WATERCRAFT IS WITHOUT DAMAGES OR DEFECTS INCLUDING, BUT NOT LIMITED TO, DENTS, SCRATCHES, TEARS, STAINS AND PROPELLER DAMAGE. AN INSPECTION OF THE WATERCRAFT WILL BE CONDUCTED BY BOTH R2 WATERSPORTS, LLC AND OPERATOR PRIOR TO THE ACTIVITY PERIOD WHEREBY ANY EXISTING DAMAGES WILL BE NOTED AND ACKNOWLEDGED IN WRITING ON THE ATTACHED AGREEMENT FORM. UPON RETURN OF THE WATERCRAFT, R2 WATERSPORTS, LLC WILL CONDUCT A FINAL INSPECTION. OPERATOR WILL BE HELD RESPONSIBLE AND LIABLE FOR THE TOTAL COST OF ANY AND ALL DAMAGES TO THE WATERCRAFT THAT WERE NOT NOTED DURING THE INITIAL INSPECTION. R2 WATERSPORTS, LLC HAS UP TO 48 HOURS AFTER THIS ACTIVITY & PRIOR TO BEING USED AGAIN TO DISCOVER AND INFORM OPERATOR OF DAMAGE FOUND.

OPERATOR ACKNOWLEDGES AND UNDERSTANDS THAT ALL WATERCRAFTS INCLUDE ACCESSORY ITEMS AND ALL MISSOURI AND ILLINOIS DEPARTMENT OF NATURAL RESOURCES REQUIRED EQUIPMENT INCLUDING, BUT NOT LIMITED TO PERSONAL FLOTATION DEVICES, FIRE EXTINGUISHERS, THROW DEVICES, ANCHORS, ETC. ALL ITEMS INCLUDING THE VALUES OF EACH ITEM WILL BE NOTED BETWEEN R2 WATERSPORTS, LLC AND THE OPERATOR PRIOR TO LAUNCHING THE WATERCRAFT. BY SIGNING THE INVENTORY LIST, THE OPERATOR ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY FOR ALL ITEMS LISTED. UPON RETURN OF THE WATERCRAFT, R2 WATERSPORTS, LLC AND THE OPERATOR WILL COUNT ALL RETURNED ITEMS. ANY ITEMS MISSING OR DAMAGED FROM THE SIGNED AGREEMENT WILL BE PAID FOR BY THE OPERATOR AS STATED HEREIN.

EARLY RETURNS OR CANCELLATION DUE TO THE NEGLIGENCE OF THE OPERATOR WILL NOT RESULT IN A REFUND. ABSOLUTELY NO REFUNDS WILL BE GIVEN DUE TO MECHANICAL FAILURE UNTIL R2 WATERSPORTS, LLC. HAS HAD THE OPPORTUNITY TO CHECK THE UNIT FOR OPERATOR NEGLIGENCE AND OR ABUSE. IF IT IS DETERMINED THAT THE OPERATOR HAS CAUSED DAMAGE TO THE UNIT, R2 WATERSPORTS, LLC RESERVES THE RIGHT TO CHARGE THE OPERATOR'S CREDIT CARD WITHOUT ANY FURTHER NOTIFICATION OR AUTHORIZATION FROM R2 WATERSPORTS, LLC. THE OPERATOR WILL BE RESPONSIBLE FOR ANY LOSS DUE TO WATERCRAFT BEING UNAVAILABLE DUE TO DAMAGE CAUSED DURING THIS ACTIVITY PERIOD.

VII. GENERAL TERMS AND CONDITIONS

I CERTIFY THAT I HAVE RECEIVED ADEQUATE AND PROPER SAFETY AND OPERATIONAL INSTRUCTION FOR THE EQUIPMENT AND WATERCRAFT DELIVERED FROM R2 WATERSPORTS, LLC INCLUDING THE SAFETY VIDEO AND PASSING THE BOATER SAFETY COURSE IF MANDATED BY THE STATE, AND AM CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF SUCH EQUIPMENT AND WATERCRAFT AND FOLLOWING ALL SAFETY INSTRUCTIONS. I AGREE NOT TO USE NOR PERMIT THE USE OF THE EQUIPMENT (A) FOR ANY UNLAWFUL PURPOSE; (B) IN A CARELESS, RECKLESS, OR NEGLIGENT MANNER; (C) WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS; (D) TO CARRY PASSENGERS OR PROPERTY IN EXCESS OF THE CRAFT'S RATED CAPACITY; (E) IN A RACE OR COMPETITION; OR (D) IN VIOLATION OF THE INSTRUCTIONS I RECEIVED FROM R2 WATERSPORTS, LLC.

THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES, AND ALL PREVIOUS DISCUSSIONS, UNDERSTANDINGS, REPRESENTATIONS, NEGOTIATIONS, AND AGREEMENTS WITH RESPECT TO THE MATTERS INCLUDED IN THIS AGREEMENT AND MERGED HEREIN. ADDITIONALLY, THE CONSIDERATION RECITED HEREIN IS THE FULL, COMPLETE AND ENTIRE CONSIDERATION FOR THIS AGREEMENT, AND THERE IS NO FURTHER CONSIDERATION TO BE PAID BY ANY PARTY TO ANY OTHER PARTY OTHER THAN AS RECITED HEREIN. IF ANY PROVISION OR PART OF A PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THE AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE BY ANY PARTY.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATES OF MISSOURI AND ILLINOIS IN THE EVENT R2 WATERSPORTS, LLC PREVAILS IN ANY LITIGATION OR CLAIM RELATING TO THE ENFORCEMENT OF THE PROVISIONS CONTAINED HEREIN, I AGREE TO PAY AND INDEMNIFY R2 WATERSPORTS, LLC FOR ITS LITIGATION EXPENSES, INCLUDING REASONABLE LEGAL FEES AND COURT COSTS.

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. **INITIALS:** (1) _____ (2) _____ (3) _____

**Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

River Road Watersports – Indemnity Agreement

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS AGREEMENT I HAVE FULLY INFORMED~ MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THE AGREEMENT, AND THAT I HAVE REILED SOLELY ON MY OWN JUDGMENT IN EXECUTING THE DOCUMENT.

I HAVE READ THE TERMS OF THIS AGREEMENT, WAIVER AND RELEASE OF ALL CLAIMS INCLUDING THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE OF LIABILITY, DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES AND THE COVENANT NOT TO SUE, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF THE WATERCRAFT AND EQUIPMENT. I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I AGREE TO ASSUME RESPONSIBILITY, EVEN THOSE RISKS ARISING OUT OF NEGLIGENCE BY R2 WATERSPORTS, LLC, OTHER PASSENGERS, RIDERS, AND/OR ALL PARTICIPANTS ON THE WATERCRAFT. MY AND OUR PARTICIPATION IN THE ACTIVITY IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF AND ALL PASSENGERS ON THE WATERCRAFT, INCLUDING ANY MINOR CHILDREN, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR OTHER FAULT OF PASSENGERS, RIDERS, GUESTS AND OTHER PASSENGERS ON THE WATERCRAFT AND EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF R2 WATERSPORTS, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, LEGAL REPRESENTATIVE AND ASSIGNS (COLLECTIVELY THE "RELEASEES").

CAUTION!!! READ THIS ENTIRE DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST R2 WATERSPORTS, LLC.

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____
PRINT NAME SIGNATURE DATE

OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFTEY AND OPERATIONAL PROCEDURE

EACH PARTICIPANT: PRINT NAME, SIGN AND DATE (GIVE AGE IF UNDER 18)

OPERATOR: 2. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 3. _____
PRINT NAME SIGNATURE DATE

Cancellation Policy

ALL RESERVATIONS ARE FINAL. RESERVATIONS REQUIRE A 24 HOUR NOTICE OF CANCELLATION. ANY RESERVATIONS NOT CANCELED 24 HOURS PRIOR TO TRIP WILL NOT BE ELIGIBLE FOR A RETURN IF A DONATION WAS PROVIDED IN ADVANCE. ANYONE REQUESTING A RETURN PRIOR TO WITHIN 24 HOURS OF THE RESERVATION WILL BE ISSUED A GIFT CERTIFICATE FOR 75% OF THE FULL VALUE OF THE DONATION. ALL RESERVATIONS MUST BE MADE AT LEAST 48HRS IN ADVANCE TO SECURE A RESERVATION OR YOUR TENTATIVE RESERVATION SLOT MAY BE AUTOMATICALLY FORFEITED TO A PERSON ON OUR WAIT LIST. ALL RESERVATIONS ARE FINAL DURING HOLIDAY WEEKENDS, EXCEPT FOR WHEN THERE'S INCLEMENT WEATHER DURING THE RESERVATION TIME. IF THIS OCCURS, THEN A GIFT CERTIFICATE WILL BE ISSUED FOR 75% OF THE FULL VALUE OF THE DONATION IF THE INCLEMENT WEATHER BEGINS PRIOR TO HALFWAY THROUGH THE ACTIVITY PERIOD.

River Road Watersports – Safety Rules and Regulations

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

Jet Ski Safety Rules and Regulations

Personal Watercrafts (PWC) are increasingly popular recreational vessels on Missouri and Illinois waters. They are classified by the United States Coast Guard as a "Class A Vessel", which is a motorboat less than 16 feet in length. Inexperienced operators may not always recognize potential dangers and consequently are involved in a high percentage of accidents.

To improve and promote safe and responsible boating on the state's waterways, the Missouri and Illinois Natural Resources Police, Missouri State Highway Patrol – Water Division and The U.S. Coast Guard enforces the PWC regulations explained in this agreement. It is important for you to read and understand the regulations explained in this agreement and other materials before operating a PWC.

You must be 18 or over to operate the personal watercraft

Fast Facts

- PWC's have no brakes. Allow long distances for stopping.
- No Throttle-no steerage. You must maintain some throttle to maneuver.
- Remember the 100-foot rule. Most PWC accidents are collisions. Stay at least 100 feet from everything.
- Avoid tunnel syndrome. Don't just look forward, continually look to both sides and behind while riding.
- If you were born after December 31, 1984, you must carry with you a certificate of boating safety education if boating in the State of Missouri OR Illinois
- Everyone on board must wear a US Coast Guard approved personal flotation device.
- You can only operate between the hours of sunrise and sunset.
- Your watercraft must be equipped with a self-circling device or engine cut-off switch, which has not been altered in any way. The operator of the craft must wear the cut-off lanyard at all times.
- You cannot operate at a speed greater than 6 knots when within 100 feet of another PWC, other boats, a wharf, pier, piling, bridge structure, abutment or people in the water.
- You cannot refuel the watercraft while a person is aboard.
- Negligent operation is not permitted. (See pg. 8)

Age Requirements

YOU MUST BE 18 YEARS OF AGE OR OLDER TO OPERATE THE PERSONAL WATERCRAFTS AND MUST POSSESS A CURRENT VALID DRIVER'S LICENSE!!!

In addition, passing an approved boating safety course is required for all persons born after January 1, 1984, in order to operate any boating vessels in Missouri and Illinois.

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. INITIALS: (1) _____ (2) _____ (3) _____

**Initials certify that I have read and agree to all of the above terms and conditions

River Road Watersports – Safety Rules and Regulations

COMPANY:
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RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

You may not operate a PWC in any of the following negligent manners:

(Any violation will result in termination of activity time)

- Operating a personal watercraft under the influence of drugs or alcohol
- Jumping or attempting to jump the wake of another vessel within 100 feet of that vessel
- Riding backwards and/or standing on the seat of the craft while riding
- Weaving through and recklessly operating in areas of congestion
- Speeding in restricted areas such as marinas, no wake zones, environmentally sensitive areas or operating in a manner that endangers the life, limb or property of any person, including the operator. (i.e. splashing other PWC's or swimmers, buzzing piers and other boaters, etc.)
- Operating a personal watercraft between the hours of sunset and sunrise
- Allowing children under the age of 6 to ride behind an adult
- Operating a personal watercraft without a life jacket or kill switch attached
- Exceeding the number of people or weight limits listed on the capacity plate
- Littering
- Operating a personal watercraft outside the designated boundary area
- Operating a personal watercraft in a circular course around fishermen or swimmers
- Moor or attach to any buoy, beacon, light marker, stake, flag or other aid to safe operation, or to move, remove or, displace, tamper with, damage or destroy the same
- Anchoring in the traveled portion of any river or channel so as to prevent, impede, or interfere with safe passage of any other boat through the same area
- Operating a personal watercraft within an area designated as bathing, fishing, swimming, or otherwise restricted
- Engaging in water skiing, surfboarding or other similar activity
- Swimming or diving within two hundred yards of any sight-seeing or excursion boat except for maintenance purposes or unless within an enclosed area
- Operating within 50 feet of a "Diver Down Flag" or operate a boat within 150 feet of a "Diver Down Flag" except at Headway/Steerage Speed
- Fueling the watercraft with any person aboard
- Failing to comply with the U.S. Coast Guard Inland Rules

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 2. _____ OPERATOR: 3. _____

OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFETY AND OPERATIONAL PROCEDURE

River Road Watersports – Tours

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

Acknowledgement of Tour Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this R2 Watersports, LLC tour, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each tour and cannot be eliminated without destroying the unique character of the tour. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and R2 Watersports, LLC has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as R2 Watersports, LLC Tours and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this tour there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this tour, and the services and amenities to be provided by R2 Watersports, LLC in connection with the tour, I confirm my understanding that:

- I have read any rules and conditions applicable to the tour made available to me; the tour is provided free of charge; and I acknowledge my participation is at the discretion of the leader. Any funds received are solely as a donation.
 - The tour officially begins and ends at the location(s) designated by R2 Watersports, LLC. The tour does not include carpooling, transportation, or transit to and from the tour, and I am personally responsible for all risks associated with this travel if provided by R2 Watersports, LLC.
 - If I decide to leave early and not to complete the tour as planned, I assume all risks inherent in my decision to leave and waive all liability against R2 Watersports, LLC arising from that decision. Likewise, if the leader has concluded the tour, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against R2 Watersports, LLC arising from that decision.
 - This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
 - To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY R2 Watersports, LLC, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of R2 Watersports, LLC its officers, directors, employees, agents, and leaders, in any way connected with this tour. I further agree to hold harmless R2 Watersports, LLC, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the tour. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the tour.
 - I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the tour.
 - I have read, I understand, and I agree to the enclosed R2 Watersports, LLC Tours Reservation and Cancellation Policy.
- SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.**

OPERATOR: 1. _____ OPERATOR: 2. _____ OPERATOR: 3. _____

River Road Watersports – Damage Protection Policy

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

Acknowledgement of Operator Responsibility, Express Assumption of Risk, and Assumption of Liability

During your participation in all R2 Watersports, LLC activities, you may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each time out on the water and may not be eliminated without damaging the watercraft. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel, and R2 Watersports, LLC has not tried to contradict or minimize my understanding of these risks. Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. You must understand that risks of such damages are involved in adventure travel such as R2 Watersports, LLC Tours and you have the responsibility to exercise extra care for your watercraft and for others around in the face of such hazards.

Protection Policy

You have the option of purchasing “minimal” watercraft damage protection for \$19.99 per each watercraft, per day.

Coverage includes:

- Up to \$500 worth of damage to be determined by a certified marine or auto service center
- Small scratches and scrapes (dock rash) as a result of rubbing against the dock or another vessel
- Small rips in the watercraft carpet mats
- Minor damage to the watercraft gel coat

Coverage *does not* include:

- Any damage in excess of \$500 to be determined by a certified marine or auto service center
- Any time the watercraft is flipped or submerged in the water during the activity period
- Any time that the boat is docked on land (i.e. sand bar) for any amount of time
- Any damage caused by or to another water vessel or person as a result of their or your negligence

***If you DECLINE Damage Protection, then you are fully responsible for all damages to the watercraft as agreed to in Section VI of this agreement and you are required to submit a copy of your driver’s license and credit card to be charged should damage occur. This serves as your agreement for us to charge the card provided for the damages.**

I acknowledge that I am held responsible for all damage costs incurred during the activity from R2 Watersports LLC dba River Road Watersports on today’s date. Due to the nature of the damage, I agree to have my credit card charged and/or cash deposit withheld immediately following this incident.

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 2. _____ OPERATOR: 3. _____

River Road Watersports – Watercraft Orientation

COMPANY:
R2 WATERSPORTS, LLC
RIVER ROAD WATERSPORTS

314-800-5695
Info@stljetski.com

Watercraft Orientation

The operators of boat delivery services shall complete an abbreviated Department and NASBLA approved operating and safety instruction specific to the type of watercraft being delivered to the operator and all potential operators of the delivered vessel, unless the operators can demonstrate compliance with the Illinois Boating Safety Certificate requirements.

The following steps should be executed prior to operating watercrafts from R2 Watersports LLC if you were born after December 31, 1984: *required annually

- Log onto <https://www.rentalboatsafety.com>
- Select “Power Boat”, “Personal Watercraft”, or “Canoes & Kayaks” depending on the watercraft service you have selected for the day
- Watch the videos completely
- Login or register so you can complete the test
- Take the test online or onsite with at a R2 Watersports location
- Email the Certificate of Completion to R2 Watersports at Reserve@stljetski.com

Personal Watercrafts (Jet Skis) will also require completion of the PWC Orientation Checklist during the onsite orientation by River Road Watersports!

I acknowledge that I am held responsible for completing the orientation steps prior to participating in the activity from R2 Watersports LLC dba River Road Watersports on today’s date. Due to this requirement by the Illinois Department of Natural Resources, I agree to release R2 Watersports LLC from any liability or civil/criminal penalty by acknowledging that I **have** completed the orientation steps indicated above.

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THESE ORIENTATION STEPS AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF YOURSELF AND NOT ANY OTHER OPERATORS/PASSENGERS.

OPERATOR: 1. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 2. _____ OPERATOR: 3. _____



PWC Renter Orientation Checklist

Protective Clothing/Equipment for Operators and Passengers

Renter
Initials

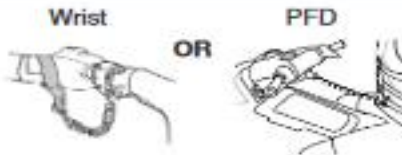


Wear PFD and Other Protective Clothing/Equipment

- You must wear an appropriate personal flotation device (PFD) at all times.
- Wear a wet-suit (or wet suit bottom) while operating the PWC. Normal swimwear does not adequately protect against forceful water entry into the lower body opening(s) of both male and females. Severe internal injuries can occur if water is forced into body cavities as a result of falling into water or being near jet thrust nozzle.
- Additional protective equipment (such as footwear, eyewear) may be needed.

PWC Controls

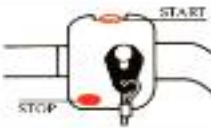
Renter
Initials



Keep Lanyard Attached

- Securely attach engine shut-off cord (lanyard) to your wrist or PFD (as directed) and wear it at all times. Then if you fall off the PWC, the engine will stop.

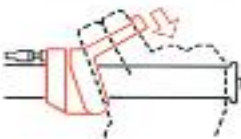
Renter
Initials



Know How to Start and Stop the Engine

- To start the engine, be sure that the lanyard is attached and push the start button.
- To stop the engine, push the stop button. Stopping the engine **will not** stop the forward motion of the PWC and **will** result in loss of steering.

Renter
Initials



Know Operational Controls

- The throttle controls your speed. Apply the throttle lever on the handle to accelerate and release it to slow down.
- The handlebars move the jet thrust nozzle directing thrust in different directions to steer the PWC. **Without thrust you cannot steer the PWC.**

Avoid Collisions — Most PWC Injuries and Deaths Result from Collisions

Renter
Initials



Do Not Release Throttle when trying to Steer

- **You need throttle to steer.**

Take Early Action to Avoid Collisions

- Remember, PWC's and other boats **do not have brakes.**

Renter
Initials



Scan Constantly

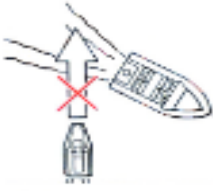






- Scan constantly for people, objects and other boats (including PWCs).
- Be alert for conditions that limit your visibility or block your vision of others.

Renter
Initials



Operate Defensively

- Operate at safe speeds.
- Keep a safe distance away from people, objects and other boats (including PWCs).
- Do not follow directly behind PWCs or other boats.
- Do not go near others to spray or splash them with water.
- Avoid sharp turns and other maneuvers that make it difficult for others to avoid colliding with you or that make it difficult for others to understand where you are going.

Other Hazards	
Renter Initials	 <p>Avoid Aggressive Maneuvers</p> <ul style="list-style-type: none"> • This is a high-performance boat—it is not a toy. • Ride within your limits and avoid aggressive maneuvers to reduce the risk of loss of control, ejection, and collision. • Sharp turns or jumping wakes or waves can increase the risk of back/spinal injury (paralysis), facial injuries, and broken legs, ankles or other bones. • Do not jump wakes or waves.
Renter Initials	 <p>Do Not Apply Throttle when Anyone is at the Rear of the PWC</p> <ul style="list-style-type: none"> • Items such as long hair, loose clothing, or PFD straps can become entangled in moving parts resulting in severe injury or drowning.
Renter Initials	 <p>Do Not Apply Throttle when Anyone is at the Rear of the PWC</p> <ul style="list-style-type: none"> • Do not apply the throttle when anyone is standing or swimming toward the rear of the PWC. Water and/or debris exiting jet thrust nozzle can cause serious injury.
Renter Initials	 <p>Know How to Right the PWC in Open Water</p> <ul style="list-style-type: none"> • If you capsize in open water, swim to the rear of the PWC and turn it upright — be sure to turn it in the proper direction. Then board it from the rear.
Other Rules and Safety Information that May Apply to Your Situation	
Renter Initials	 <p>Follow Rental Agency Rules and Boating Laws</p> <ul style="list-style-type: none"> • Review all rental agency rules and applicable boating laws. • Do not overload PWC. Do not tow unless the PWC is designed and equipped for towing. Know and follow all State requirements related to towing.
Renter Initials	 <p>Know the Waters</p> <ul style="list-style-type: none"> • Know the area in which you will be operating and observe all navigational markers and signs.
Renter Initials	 <p>Follow the Additional PWC Warnings and Instructions that May Apply</p> <ul style="list-style-type: none"> • Depending on the circumstances, the Owner's Manual and product labels may have relevant information not covered in this basic orientation.
Final Check	
Renter Initials	<p>READY AND ABLE ?</p> <ul style="list-style-type: none"> • Do you understand that you should scan constantly, operate defensively and avoid aggressive maneuvers? • Do you understand that PWCs do not have brakes? • Do you understand that you should <u>not</u> release the throttle when you are trying to steer away from people, objects, other boats (including PWCs)? • Do you have any question about the PWC or its operation?

I have been instructed on and understand the rules and information provided in this orientation.

Signature of PWC Renter

Signature of PWC Rental Agency Employee

