

2026 JET SKI RENTAL AGREEMENT

The undersigned hereby agrees to pay the amounts set out below for the rental of the equipment described below:

To:

GULL HARBOUR MARINA INC. (the "Company")

Division No. 18, Unorganized, East Part, MB R0C 2R0, Phone: (204)279-2180

Renter: _____
Address: _____
City: _____ Province.: _____ Postal Code: _____
Phone #'s: Cell: _____ Home: _____
Driver's License No.: _____ Email: _____
Pleasure Craft Operator Card No. (Boating Licence): _____
Credit Card No: _____ Expires: ____/____
3 Digit number (back of Credit card) _____

Company agrees to rent the following personal watercraft and accessories (the "Equipment"), upon the condition that Renter agrees to all the Terms and Conditions set forth below and attached (including the release of claims) and evidence of agreement with his/her signature below.

Rental Type:

Jet Ski _____ Max. Capacity _____ Hours: _____ Fees: _____
Life Jackets/PFD: Qty _____ Max. Capacity _____ Hours: _____ Fees: _____
Date: _____ Time In: _____ Time Out: _____

Damage Report:

| | |
|--------------|-------|
| Misc. | _____ |
| Subtotal | _____ |
| P.S.T. | _____ |
| G.S.T. | _____ |
| Total | _____ |
| Less Deposit | _____ |
| Amount Due | _____ |

Return Report:

Damage Deposit: \$500.00 (Held on card until post-rental inspection)

TERMS, WAIVER & INDEMNITY

- 1. Renter Responsibility: Renter is fully responsible for any damage, loss, or repair related to the Jet Ski and accessories during the rental period. This includes negligence, misuse, or accidents. Gull Harbour Marina Inc. ("the Company") is not liable for any such incidents.**
- 2. No Company Liability: Renter waives all rights to sue the Company for personal injury, death, property damage, or any loss resulting from Jet Ski use, including Company negligence. This includes claims by heirs, representatives, or guests.**
- 3. Risk Acceptance: Renter understands personal watercraft use involves inherent risks including collision, capsizing, loss of control, and injury or death. Renter operates the watercraft entirely at their own risk.**
- 4. Damage and Deposit: The Company is authorized to charge the renter's credit card for damages exceeding the \$500 deposit, including late return fees and refueling. Renter agrees to return the equipment in its original condition, less normal wear and tear.**
- 5. Safety & Legal Compliance: Renter agrees to obey all laws and regulations, stay within designated areas, and wear a fastened PFD at all times. No operation is allowed under the influence of alcohol or drugs.**
- 6. Operational Rules: Only individuals 18+ with valid licenses may operate the Jet Ski. Passenger changes require signed agreements. Unauthorized operation voids the agreement with no refund.**
- 7. Binding Law: This agreement is governed by the laws of Manitoba. All liability is joint and several for multiple signatories. Renter confirms full understanding of this contract and has had the opportunity to ask questions.**

Please read and Initial

I fully understand the risks involved in the operation of a personal watercraft of the type described in this contract and the safety equipment, including but not limited to illness, injury, disability, and/or death, as well as risk of damage to the watercraft and safety equipment. I acknowledge that I will operate the watercraft entirely at my own risk. I will indemnify and save harmless the Company and all its owners, officers and employees from all liability, damage and costs resulting from my rental and operation of the watercraft, accessories, and safety equipment.

< > I acknowledge that all safety issues and regulations required in the operation of the boat have been addressed and explained to me and I have had all of my questions answered. I have advised the Company of the maximum number of people which will occupy the personal watercraft with me and I have received a personal flotation device ("PFD") for each person as part of this rental agreement. I understand and agree that each person, including me, must wear a fastened PFD at all times during the rental period.

< > I agree to operate the watercraft only in the area or area(s) designated by the Company, and that if the watercraft travels beyond the designated area, whether by my operation or otherwise, during the rental period, then the Company shall have the right to retain the damage deposit in its sole and absolute discretion.

< > I agree to return the watercraft, accessories, and all safety equipment in the same condition as at the time of rental, normal wear and tear excepted. I have provided the Company with a damage deposit in the amount of One Hundred (\$500.00) as a condition of the watercraft, accessories, and safety equipment rental. The Company has the right to pay from the said damage deposit all late fees, fuel charges and damages it determines are payable to it under this Agreement and I will promptly pay any such amount payable in excess of the amount of the damage deposit.

< > I have provided my credit card under this Agreement and I acknowledge and agree that the Company has the authority to charge the credit card for any amounts that are owing under this Agreement.

< > In consideration of the rental of the watercraft, accessories, and safety equipment, I hereby release and discharge the Company from any and all claims, demands, rights and causes of actions (“claims”) of any kind whatsoever which I or any of my heirs or personal representatives now or at any time hereafter may have against the Company resulting from or arising out of my rental and any use of the watercraft, accessories, and safety equipment including, without limitation, all claims resulting any negligence of the Company or arising or resulting from any breach of express or implied warranty by the Company regardless of whether known or unknown, contingent or absolute, foreseen or unforeseen, arising by operation of law or otherwise.

< > I will not sue the Company for any injury or death to myself, my property or any other person or such persons or property resulting from or arising out of my rental or any use by any person of the watercraft, accessories, and safety equipment.

< > No person shall operate the watercraft unless he or she has signed this Agreement. If more than one person signs this Agreement as renter, their liability shall be joint and several.

This Agreement shall bind me and my heirs, personal representatives and assigns.

The Agreement shall be governed by the laws of the province of Manitoba.

I will not operate the boat after consuming alcohol or drugs.

ACKNOWLEDGMENT AND AGREEMENT

By affixing my signature below, I hereby affirm that I have thoroughly reviewed, comprehended, and assented to all terms and conditions herein. Furthermore, I fully acknowledge the inherent risks associated with the operation of the rental equipment received from Gull Harbour Marina Inc. and accept complete and sole responsibility thereof.

Renter Signature: _____ **Print Name:** _____ **Date:** _____

Company Representative: _____ **Employee Signature:** _____ **Date:** _____

EMERGENCY CONTACT Store: (204) 279-2180 | General Manager: (431) 334-2031 (24/7 assistance)

GULL HARBOUR MARINA INC. (the “Company”)

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