

Cost _____ Fee _____ Total Charges: _____ Paid: _____

Fuel _____ Date: __/__/__ _____ Date: __/__/__ _____ Date: __/__/__ _____ Date: __/__/__

Extras _____ Date: __/__/__ _____ Date: __/__/__ _____ Date: __/__/__ _____ Date: __/__/__

Damage Notes: _____ Damage Cost: _____ Overtime Charge: _____

Boat/WR: _____ Price Per Day/Hour: _____ # of Day(s)/Hour(s): _____ Due Back: _____

Life Jackets: _____ Lily Pad: _____ Tube: _____ Skis: _____ Cooler: _____ Other: _____

Boat Check Out: _____ Boat Check In: _____

Lessee Print Name _____

Mailing Address _____ City _____ State _____ Zip _____

Cell Phone _____ Local Lodging Address _____

All boats are provided with a full tank of gas, life jackets, throwable seat cushion, flag, and (one) fire extinguisher. Waverunner operators are provided a full tank of gas, life jacket, and (one) fire extinguisher.

***Boat(s) and/or waverunner(s) that are damaged to the point of not being seaworthy, lessee agrees to pay \$500.00 per day until the watercraft is seaworthy.**

****Boat(s) returned after the specified time of arrival (5:00pm in season and 4:00pm off season, unless otherwise arranged), lessee agrees to pay a late fee of \$100 every hour until returned. Waverunner(s) returned after their specific due time (confirm with staff member), lessee agrees to pay a late fee of \$100 every hour until returned.**

*****Damage inspections are performed before and after each rental. Damage incurred during rental will be assessed (parts and labor) and charged to lessee at rental completion. Date and time stamped videos taken by staff before rental will be utilized as proof of damage. You are encouraged to also take a video of your own.**

******Michel Managed Properties LLC d/b/a Pointe Oasis and staff retain the right to refuse rental to anyone at anytime at our discretion.**

*******Mechanical failure, not as a result of damage, will be handled at the discretion of Michel Managed Properties LLC. Every effort to substitute a boat and/or waverunner will be attempted at the company's discretion and is based on availability at the time. Mechanical failures will not automatically extend the rental to cover lost time.**

- I, and all operators, attest that they are fully capable of and have been properly informed on the safety of, operation of, and use of the equipment provided to them, by Pointe Oasis, and do hereby agree to all the rules and regulations and take full responsibility for any damages caused to life and/or property that may result including damage by a third party.
- I, and all operators, take full responsibility for any person born after January 1, 1984, who uses this watercraft under the set terms of this agreement.
- I, and all operators, understand that the operation of a boat or waverunner is strictly prohibited after the consumption and usage of any alcohol or drugs.
- I, and all operators, understand that the operation of a boat and/or waverunner is strictly prohibited between sunset and sunrise.

Lessee/Operator Signature X

Date:

WAIVER AND RELEASE OF LIABILITY AGREEMENT - Missouri

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Michel Managed Properties LLC d/b/a Pointe Oasis. *(For purposes of this Waiver and Release, the term Rental Company includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Michel Managed Properties LLC d/b/a Pointe Oasis). If any other rental agreement is used in addition to , or in conjunction with, this Release, the provisions of the Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise of the negligence or fault of Rental Company**. Initials: _____

II. EXPRESS ASSUMPTION OFF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage, or loss that might result, **even if the risks arises out of the negligence or fault of Rental Company**. Initials: _____

III. WAIVER / RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Rental Company shall not be liable for any damages arising from personal injuries sustained by the undersigned or any 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 equipment provided by Rental Company. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company. Initials: _____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will 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, 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 equipment provided by Rental Company, **even if such damages arise out of the negligence or fault of Rental Company**. Initials: _____

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rental Company with the knowledge that the undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence**. Initials: _____

*****READ RELEASE BEFORE SIGNING*****

Operator Signature	Print Name	Date	Operator Signature	Print Name	Date
Operator Signature	Print Name	Date	Operator Signature	Print Name	Date
Operator Signature	Print Name	Date	Operator Signature	Print Name	Date