

WATERCRAFT RENTAL AGREEMENT

Lake Development Company, Inc. DBA Big M Marina 26111 Big M Campground Road, Cassville, MO 65625
Phone: 417-271-3853

LESSEE INFORMATION		RENTAL INFORMATION	
Lessee Name		Date	Rental Vessel Name
Address		# Passengers	Unit #
Phone Number		Out Time	In Time
Lease Crew Member		Accessories	Accessories Fee

Additional Authorized Operator(s):	REGISTER OUT		REGISTER IN	
	1.	Rental Fee		Gas Amount
2.	Accessories Fee		Overtime Charges	
3.	Incidentals Fee		Damage Charges	
	TOTAL		TOTAL	

NO INDIVIDUAL MAY OPERATE A RENTED WATERCRAFT WITHOUT FULLY INITIALING THIS AGREEMENT

Lessee is a person or entity renting equipment or services. Lake Development Company, Inc. DBA Big M Marina. Undersigned is a Lessee, Authorized Operator, and/or Passenger.

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized watercraft, including but not limited to water craft and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy an activity, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to the equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death.

Acknowledgment of Risks: Undersigned acknowledge that the following describes some, but not all of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the watercraft upon which I am the operator or passenger, other participants, other watercraft, and man made or natural objects, 3) Wind shear, inclement weather, lighting, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collisions, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Getting in or out of the watercraft; 7) Equipment failure or equipment failure due to operator error; 8) Heat or sun related injuries or illnesses including sunburn , sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Undersigned agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Undersigned verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained, and capable to participate in these activities. Therefore, Undersigned assumes full responsibility, including any minor children for which Undersigned is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Undersigned and guests elect to participate despite the risks. Undersigned is responsible for protecting skin and eyes from the elements. Undersigned agrees to wear a U.S. Coast Guard approved personal floatation device (PFD or Life Jacket) while participating in the activity.

Covenant of Good Faith: Undersigned recognizes that Lake Development Company, Inc. DBA Big M Marina, the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person Lake Development Company, Inc. DBA Big M Marina judges to be incapable of meeting the rigors or requirements of participating in the activity. Undersigned accepts Lake Development Company, Inc. DBA Big M Marina's right to take such actions for the safety of Undersigned and/or other participants.

Authorization: Undersigned hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Undersigned either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Undersigned's behalf.

Release: In consideration of services or equipment provided, Undersigned and any minor children for which Undersigned is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that Lake Development Company, Inc. DBA Big M Marina, its principles, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or government agency upon whose property any activity is conducted and their insurers, if any, shall have no liability of any nature for any and all injury to, including death, to Undersigned and other persons or properties as a result of any acts, omissions or negligence of Lake Development Company, Inc. DBA Big M Marina or any other person (including Undersigned) or entity and Undersigned hereby releases and discharges Lake Development Company, Inc. DBA Big M Marina and Insurer, if any, for any such damage.

UNDERSIGNED ASSUMES THE RISKS OF PERSONAL INJURY, ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES AND/OR LIGAMENTS; FRACTURED OR BROKES BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS AND/OR CONTUSIONS; DEHYDRATION, DROWNING, OXYGEN SHORTAGE, AND/OR EXPOSURE; HEAD, NECK, AND/OR SPINAL INJURIES; BIT OR ATTACK BY ANIMAL, INSECT OR MARINE LIFE; ALLERGIC REACTION; SHOCK, PARALYSIS OR DEATH.

All Operators Initial Here

Terms: In Consideration of the covenants herein provided, Lake Development Company, Inc. DBA Big M Marina agrees to rent to Lessee the described watercraft for the period herein indicated. Lessee accepts full and complete delivery of the watercraft and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet, which is made a part hereof. Lessee further represents that all information provided to Lake Development Company, Inc. DBA Big M Marina is true and correct. Lessee agrees to pay all rental fees and other charges provided for in the agreement.

Security Deposits: Lessee will deposit with Lake Development Company, Inc. DBA Big M Marina a security deposit as required by Lake Development Company, Inc. DBA Big M Marina. Lessee agrees that this deposit shall be for the use of Lake Development Company, Inc. DBA Big M Marina. This deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by Lake Development Company, Inc. DBA Big M Marina, shall excuse the Lessee from the performance of any such obligation. It is further agreed that said security deposit may be utilized for the repair of any damages to, or loss of equipment not covered by a watercraft damage waiver (BDW), and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertained the security deposit shall be retained and any portion of this deposit that has not been applied by Lake Development Company, Inc. DBA Big M Marina shall be returned to the Lessee within 60 days of the date of this agreement. Lessee will be responsible for any loss or damage in excess of the security deposit.

Condition of Watercraft upon Delivery: Lake Development Company, Inc. DBA Big M Marina hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time, Lake Development Company, Inc. DBA Big M Marina reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements. The Lessee hereby agrees to pay all charges incidental to the use of the watercraft during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received by Lake Development Company, Inc. DBA Big M Marina. The Lessee agrees to surrender the watercraft at the expiration of Lessee's period of use or earlier in as good as condition and in as clean a condition as when delivery was taken. A late charge equal \$50 every half-hour or portion thereof will be assessed for any watercraft returning after the agreed upon time specified on the watercraft check in/out sheet which is part of this agreement.

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of Lake Development Company, Inc. DBA Big M Marina.

LIMITATION OF WARRANTY: Lake Development Company, Inc. DBA Big M Marina makes no representation, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS ARE AT LEAST 18 YEARS OF AGE and that Lessee and authorized operator fully understand the responsibilities of operating the watercraft rented or provided. Lessee and authorized operator further certifies, represents and warrants that Lessee and authorized operator will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb, or property of any person. Lessee and authorized operator further warrants that at all times while operating the watercraft, Lessee and authorized operator will follow and comply with all safety and navigation markers, signs and/ or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft during the rental period, including but not limited to fuel. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of Lake Development Company, Inc. DBA Big M Marina.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify Lake Development Company, Inc. DBA Big M Marina immediately. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by Lake Development Company, Inc. DBA Big M Marina or any governmental agency or department. No repairs may be performed to the watercraft without permission from Lake Development Company, Inc. DBA Big M Marina. Lake Development Company, Inc. DBA Big M Marina agrees that should the watercraft after delivery, sustain mechanical failure during normal operation, breakdowns of machinery, or be disabled or damaged by fire or other cause so as to prevent the use of the watercraft by the Lessee for a period of more than 10% of agreed use period, the same not being brought about by any act or default of Lessee, Lake Development Company, Inc. DBA Big M Marina shall make a pro-rate return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds Lake Development Company, Inc. DBA Big M Marina harmless from any loss, damages, expenses or claim, including any attorneys' fees and costs arising out of Lessee's acts or omissions.

Service and Damage Fee Policy: 1) Watercraft damage (includes hull damage) and loss of equipment fee is as follows; Charges include labor of \$65 per hour plus cost of materials. 2) Propeller damage fee is \$75-\$150 (unrepairable). 3) Clean up fees up to \$75 can be enforced if the watercraft is not returned in the same condition (clean). 4) A refueling service charge up to \$75 plus the cost of fuel and oil consumption during the rental period will be charged in any case where the watercraft has run out of fuel and must be retrieved. These charges are listed as examples. Additional charges may be applied dependent upon redelivery.

Hold Harmless: Lessee and all Operators hereby release, and agree to indemnify and hold Lake Development Company, Inc. DBA Big M Marina harmless from and against any and all loss, costs, damages, demands, liabilities, claims and causes of action, of any nature whatsoever, including attorneys' fees, which may be incurred or suffered by Lake Development Company, Inc. and/or its insurers, as a result of any act or omission of Lessee and operators, including without limiting the generality of the foregoing, any claims asserted arising from loss or damage to property, or injury to persons, including death.

Attorneys' Fees/Venue: In the event Lake Development Company, Inc. DBA Big M Marina is required to engage the services of an attorney to enforce any of its rights under this Agreement, it shall be entitled to recover from Lessee its attorneys' fees and expenses, including all costs of Court. The parties agree that in the event of any litigation between them which relates in any way to this Agreement, that the Circuit Court of Barry County, Missouri shall have exclusive jurisdiction and venue thereof.



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Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee and Operator herein agrees to comply with the following as well as all other limitations, instructions, and responsibilities listed in the Agreement and Check-out Procedure List:

1. The Operator of the Watercraft is responsible for the safety and welfare of all passengers on the Watercraft.
2. Only Lessee and other Authorized Operators are permitted to operate the boat.
3. Do not operate under influence of alcohol or drugs. No alcohol for operator.
4. Observe all safety precautions and applicable state and federal boating laws/regulations.
5. Obey no wake buoys; operate at idle speed inside marina.
6. Stay at least 200ft. from all other watercraft, docks, and shoreline when not at wakeless speed.
7. Do not beach the watercraft or pick-up passengers on shoreline.
8. Do not operate the watercraft in less than 5 feet of water.
9. Do not tie up or make contact at any time with another watercraft.
10. Do not carry more than stated as the maximum number of passengers allowed for the watercraft.
11. No refunds for early return or due to weather.
12. Pets are not allowed aboard the rental vessels at any time.
13. Gas is not included in boat rental fee. Upon return, watercraft is refueled and Lessee pays for gas consumed.
14. Rental units must remain within the 14 miles of water between the Eagle Rock bridge (Hwy 86), and the Shell Knob bridge (Hwy 39). Rental units are not permitted to go to Branson.

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THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION WHICH RELATES TO THIS AGREEMENT OR IN ANY WAY ARISES FROM THIS AGREEMENT.

By signing this agreement, the Undersigned certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee or other operators is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes Lake Development Company, Inc. DBA Big M Marina to bill Lessee's credit care for damages or additional service fees resulting from this rental.

We have read and understand all the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check out sheet is part of this agreement. COPY OF CONTRACT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on the date shown under the Rental Information section on page one of this Agreement.

Lake Development Company, Inc. DBA Big M Marina

Lessee

Authorized Operator

Authorized Operator

Authorized Operator