
LIVE FREE JET SKI | Jet Ski Rental Agreement

1. PARTIES. This Jet Ski Rental Agreement (“Agreement”) is between Veralase LLC d/b/a Live Free Jet Ski (“Owner”) and the renter identified below (“Renter”). By signing below or completing an online booking, Renter agrees to all terms herein. The rental jet ski (“Craft”) is identified in the electronic reservation.

2. RENTAL PERIOD & DELIVERY. Rentals run weekly, Saturday to Saturday: Owner delivers by 5:00 PM Saturday and the Craft is due back the following Saturday by 10:00 AM. Owner delivers and retrieves the Craft to and from Renter’s confirmed NH lake within Owner’s published service area (central and southern New Hampshire, south of Squam Lake). Renter must confirm the delivery location at least 24 hours in advance (bookings@nhjetfun.com or (978) 273-3562) and is responsible for identifying a suitable launch area or dock at that location.

3. FEES & PAYMENT. A non-refundable 15% reservation deposit is charged at booking and applied toward the rental fee. A refundable \$500 security deposit is collected at checkout via Stripe and held on Renter’s card, to be released within five (5) business days after satisfactory return. The rental balance is due in full at delivery. The security deposit may be applied, in whole or in part, toward any damage, excessive cleaning, late-return penalties, or other charges incurred during the rental.

4. CANCELLATION POLICY. The 15% reservation deposit is non-refundable under all circumstances. For cancellations 5 or more days before the start date, only the deposit is forfeited and no further charges apply; for cancellations fewer than 5 days before, the full rental fee is forfeited. Owner may cancel or reschedule for unsafe weather, mechanical issues, or other circumstances beyond Owner’s control, in which case Renter receives a full refund or the option to reschedule.

5. RENTER & OPERATOR ELIGIBILITY. Renter must be at least 21 and hold a valid government-issued photo ID. Every operator must be at least 16; operators aged 16–17 must be supervised at all times by an adult aged 21 or older. Each operator must hold a valid New Hampshire Boating Safety Certificate (or an accepted equivalent or temporary certificate) in hand, with a copy provided to Owner before delivery. Renter must identify all operators by name before delivery, and only operators who are listed, eligible, and approved in writing by Owner may operate the Craft. Before delivery, Renter and each operator will complete and initial the New Hampshire rental safety checklist provided by Owner, and Owner will retain the signed Agreement, completed checklist, and copies of each operator’s photo ID and certificate as Owner’s records. No operator may be under the influence of alcohol, drugs, or any impairing substance. Renter represents that Renter and each operator is in good physical and mental condition, is competent and physically able to operate the Craft, can swim or will wear a PFD at all times, and is not impaired by alcohol, medication, drugs, fatigue, or any other condition affecting safe operation. Renter acknowledges that an authorized Live Free Jet Ski representative has provided and reviewed a complete safety orientation—including hands-on operating instructions, the location and proper use of all safety equipment, the rental safety checklist required under RSA 270-D:2-c, and a review of New Hampshire navigation and personal-watercraft laws—and that Renter understood it and had the opportunity to ask questions. Renter is fully responsible for ensuring that every operator, passenger, and guest meets all eligibility requirements and complies with this Agreement, and remains liable for their acts and omissions. No person under eighteen (18) may operate or ride on the Craft unless that person’s parent or legal guardian has first signed Owner’s separate Minor Release and Renter has delivered the signed form to Owner; obtaining each such release is Renter’s sole responsibility.

6. PERMITTED USE. The Craft may be operated only on New Hampshire lakes and waterways and only by eligible operators approved in writing by Owner. Maximum capacity is 3 riders for both the Sea-Doo Wake 155 HP (SK-01) and the Sea-Doo GTR 230 HP (SK-02); exceeding this limit is strictly prohibited. The combined weight of all riders and gear must never exceed the manufacturer’s rated capacity (approximately 600 lbs for SK-02 and the comparable rating for SK-01); overloading is prohibited and violates RSA 270-D:5. Towing (tubing, wakeboarding, waterskiing, etc.) requires Owner’s prior written authorization and is governed by RSA 270-D:3 and the Towing Addendum to this Agreement; contact Owner before booking if towing is a priority. Operators must maintain headway speed (6 mph) within 150 feet of any shore, dock, raft, float, swimmer, permitted swim area, mooring field, or other vessel (RSA 270-D:2); must not exceed 45 mph (or 30 mph from one-half hour after sunset to one-half hour before sunrise); and must obey all no-wake zones and lake-specific rules (for example, Lake Winnepesaukee’s 45 mph day / 25 mph night limits). The Craft may not be used for racing, stunts, aggressive wake-jumping, or any activity likely to cause excessive wear or damage, and may not be operated in restricted areas, within swimming zones, or in violation of any state or local waterway rule.

7. RENTER’S RESPONSIBILITIES. Renter is responsible for the Craft from the time of delivery until return. Renter must inspect the Craft at delivery and immediately report any pre-existing damage in writing; failure to do so may result in liability for that damage. Renter must return the Craft in the same condition as received, with a full fuel tank, and is responsible for any damage, loss, or theft of the Craft, trailer, accessories, or safety equipment during the rental, and agrees to allow the trailer to be stored at Renter’s local lodging as needed by Owner. All riders must wear a properly fitted U.S. Coast Guard-approved PFD at all times while on or near the Craft; Owner provides PFDs in appropriate sizes (including child sizes on request), and Renter must confirm each rider’s PFD fits properly before departure. Each operator must attach and wear the engine cut-off switch lanyard (ECOS / kill switch) at all times while operating. Renter must comply with all applicable NH laws, RSA 270-D, and all local waterway regulations.

8. PROHIBITED USES. Renter must not: operate the Craft at night or in conditions of restricted visibility; sublet, lend, or transfer the Craft to any person not listed on this Agreement; operate outside New Hampshire or in salt water or tidal waterways; operate in a negligent, reckless, or dangerous manner; or transport the Craft by vehicle without Owner’s express written permission.

9. DAMAGE & LIABILITY. Renter accepts full financial responsibility for any and all damage to the Craft, trailer, and accessories during the rental, including collision, hull, and engine damage (including from running aground or ingesting debris), damage from improper trailering, and damage from overloading. In the event of damage, Renter must immediately notify Owner at (978) 273-3562, cooperate fully with Owner's assessment and documentation, and pay all repair costs, towing costs, and any loss-of-rental income. Renter's personal watercraft or homeowner's insurance may cover some or all of these costs, and Renter is encouraged to verify coverage beforehand; Owner's insurance does not cover renter-caused damage or renter liability. **Insurance.** Owner strongly recommends that Renter obtain personal watercraft insurance providing both physical-damage (hull) and liability coverage of not less than \$300,000, effective for the entire rental period, before taking delivery. Renter acknowledges that the rental fee includes no insurance for Renter, that Owner's insurance does not extend to Renter or any operator, passenger, or third party, and that Owner has offered Renter the opportunity to arrange such insurance. **Renter's Insurance Election (initial one).** _____ Renter has obtained watercraft liability and damage insurance covering the rental period (carrier and policy number provided to Owner on request); OR _____ Renter declines such insurance and knowingly and voluntarily assumes full and personal financial responsibility for any and all damage, loss, injury, or liability arising during the rental, with no contribution from Owner. If no election is initialed above, Renter is deemed to have declined insurance and assumed such full responsibility.

10. WAIVER OF LIABILITY & ASSUMPTION OF RISK. RENTER ACKNOWLEDGES THAT USE OF A PERSONAL WATERCRAFT (JET SKI) INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND VOLUNTARILY ASSUMES ALL SUCH RISKS. These risks include, without limitation, collision with vessels, docks, swimmers, or fixed or submerged objects; capsizing, falling, or being ejected from the Craft; drowning; propeller and jet-thrust injuries; the conduct of other water users; equipment failure; changing weather, water, and wave conditions; cold-water immersion and hypothermia; and operator inexperience or error. This release, waiver, and assumption of risk is made by Renter on behalf of Renter and each operator, passenger, and guest, and their respective spouses, heirs, executors, administrators, successors, and assigns. To the fullest extent permitted by New Hampshire law, they release and forever discharge Owner, Veralase LLC, and their members, officers, employees, and agents (the "Released Parties") from, and covenant not to sue them for, any and all claims for bodily injury, death, property damage, or other loss arising out of or relating to the rental or use of the Craft, whether caused by the Released Parties' ordinary negligence or otherwise—except for liability arising from their gross negligence or willful misconduct, which cannot be waived under New Hampshire law. As a condition of operation, Renter shall ensure that every operator and passenger (or, for a minor, that person's parent or legal guardian) signs Owner's release and assumption-of-risk form before boarding or operating, and Renter remains fully responsible for anyone permitted to use the Craft without having signed such a form. **Renter's initials — I have read and understood the Waiver of Liability and Assumption of Risk above:** _____

11. INDEMNIFICATION. Renter agrees to indemnify, defend, and hold harmless Veralase LLC d/b/a Live Free Jet Ski and its officers, members, employees, and agents from any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Renter's use of the Craft, Renter's breach of this Agreement, or any violation of law by Renter or any operator. This includes, without limitation, claims for bodily injury, death, or property damage asserted by Renter or any operator, passenger, guest, or third party, and all costs of investigation, defense, settlement, and judgment. The duty to defend and indemnify applies regardless of any allegation of ordinary negligence by the Released Parties but does not extend to liability finally determined to arise from their gross negligence or willful misconduct. This Section survives return of the Craft and termination or expiration of this Agreement.

12. ACCIDENTS & INCIDENTS. Renter must immediately report any accident, collision, or incident involving the Craft to Owner at (978) 273-3562; cooperate with Owner and, if required, with law enforcement and insurance investigators; and not admit fault or liability to any third party without Owner's prior written consent. New Hampshire law requires boating accidents involving death, disappearance, injury requiring medical attention beyond first aid, or property damage over \$2,000 to be reported to NH Fish & Game within 48 hours.

13. LATE RETURN & FUEL. The Craft must be available for pickup by 10:00 AM on the final Saturday of the rental period. Late returns are charged \$60 per hour or any portion thereof, deducted from the security deposit; if the deposit is insufficient, Renter is invoiced for the balance. If the Craft is returned with less than a full fuel tank, Renter is charged the current market fuel rate plus a \$5-per-gallon surcharge for the shortfall, deducted from the security deposit.

14. GOVERNING LAW, DISPUTE RESOLUTION & BINDING ARBITRATION. This Agreement is governed by and construed under the laws of the State of New Hampshire, without regard to conflict-of-law provisions. **BINDING ARBITRATION — PLEASE READ CAREFULLY.** BY SIGNING THIS AGREEMENT, RENTER AGREES THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RENTAL, OR ANY INJURY, LOSS, OR DAMAGE CONNECTED THEREWITH — INCLUDING DISPUTES OVER ITS INTERPRETATION, VALIDITY, OR ENFORCEABILITY — SHALL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION, AND NOT BY LAWSUIT OR COURT PROCEEDING, EXCEPT AS PROVIDED BELOW. **Administrator (in order of priority):** (1) Nutfield Mediation, LLC, Derry, New Hampshire (nutfieldmediation.com), if available and willing to administer the matter; (2) any other mutually agreed-upon NH-licensed arbitration or mediation provider, as agreed in writing by both parties within fourteen (14) days of notice of the dispute; or (3) if the parties cannot agree within fourteen (14) days, a NH-licensed provider selected by Owner, which selection is final and binding. **Rules & Procedures:** Arbitration is conducted in Rockingham County, New Hampshire (or by remote means if mutually agreed) under the selected administrator's commercial arbitration rules before

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a neutral, licensed arbitrator. Each party bears its own attorneys' fees and costs unless the arbitrator determines a claim or defense was frivolous or brought in bad faith, in which case the arbitrator may award fees and costs to the prevailing party. **Scope:** All disputes are arbitrated on an individual basis; class arbitrations and class actions are expressly waived. The arbitrator may award any remedy available at law or in equity except punitive or exemplary damages. **Exceptions:** Either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction in Rockingham County, New Hampshire to prevent irreparable harm pending arbitration, and Owner may pursue collection of undisputed amounts in Small Claims Court. **Severability:** If any portion of this arbitration agreement is found unenforceable, the remaining provisions continue in full force; if the class-action waiver is found unenforceable, the entire arbitration agreement is null and void and the dispute shall be resolved by a court of competent jurisdiction in Rockingham County, New Hampshire. **Renter's initials — I have read and understood the Binding Arbitration provision above and agree to resolve disputes by arbitration rather than in court: _____**

15. CONDITION OF CRAFT; NO WARRANTIES. Renter has inspected the Craft and accepts it in its present, "AS-IS, WHERE-IS" condition. To the fullest extent permitted by law, Owner disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and is not liable for any defect or condition of the Craft except to the extent caused by Owner's gross negligence or willful misconduct.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, OWNER'S TOTAL LIABILITY TO RENTER AND TO ALL OPERATORS, PASSENGERS, AND GUESTS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RENTAL OR USE OF THE CRAFT SHALL NOT EXCEED THE TOTAL RENTAL FEE ACTUALLY PAID BY RENTER. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOSS OF USE. THIS LIMITATION DOES NOT APPLY TO LIABILITY ARISING FROM OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. COMPLIANCE WITH LAW; FINES & CITATIONS. Renter is solely responsible for lawful operation of the Craft and for any fine, penalty, citation, or other charge (including any boating-while-intoxicated, registration, speed, headway, or aquatic-invasive-species violation) issued in connection with the rental, and shall reimburse Owner for any such amount Owner is required to pay. Renter is also responsible for all costs of fuel or oil spills, contamination, environmental fines, and decontamination, and for any towing, salvage, or recovery of a Craft that is sunk, swamped, grounded, stranded, stolen, or abandoned during the rental.

18. RIGHT TO REFUSE OR TERMINATE. Owner may refuse delivery, suspend, or immediately terminate the rental without refund—and may repossess the Craft—if Renter or any operator appears impaired, provides false information, fails to meet any eligibility requirement, or operates the Craft in violation of this Agreement or applicable law.

19. JOINT & SEVERAL LIABILITY; AUTHORITY TO BIND. If more than one person signs or books as Renter, their obligations are joint and several. The individual signing or completing the online booking represents that they are at least 21 years old and are authorized to bind all operators, passengers, and guests to this Agreement.

20. MISCELLANEOUS. This Agreement may be executed and accepted electronically, including by completing an online booking, with the same effect as an original. No failure or delay by Owner in enforcing any provision is a waiver of it, and no waiver or amendment is effective unless in a writing signed by Owner. Section headings are for convenience only. Renter acknowledges that Renter has read this Agreement in full, has had the opportunity to seek independent legal advice, and is signing it knowingly and voluntarily. This Agreement is the entire agreement between the parties regarding the rental and supersedes all prior negotiations, representations, or agreements; if any provision is found unenforceable, the remaining provisions continue in full force and effect.

RENTER ACKNOWLEDGMENT & SIGNATURE

By signing below, Renter acknowledges that they have read, understand, and agree to all terms and conditions of this Agreement, and that they have received a copy of this Agreement.

Renter Signature Date

Renter Printed Name Date

FOR LIVE FREE JET SKI / VERALASE LLC:

Authorized Signature Date

Printed Name & Title Date

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OPERATOR & PASSENGER RELEASE, WAIVER, AND ASSUMPTION OF RISK

This Operator & Passenger Release supplements, and is part of, the Jet Ski Rental Agreement (the "Agreement") between Veralase LLC d/b/a Live Free Jet Ski ("Owner") and the Renter. Every person who operates or rides on the Craft must read and sign this form before boarding or operating. Capitalized terms have the meanings given in the Agreement.

Primary Renter: _____ Craft / Reservation #: _____

Rental period: _____

1. Assumption of Risk. I understand that operating or riding on a personal watercraft (jet ski) involves inherent and significant risks, including without limitation collision with vessels, docks, swimmers, or fixed or submerged objects; capsizing, falling, or being ejected from the Craft; drowning; propeller and jet-thrust injuries; the conduct of other boaters and water users; equipment failure; changing weather, water, and wave conditions; cold-water immersion and hypothermia; and operator inexperience or error. I knowingly and voluntarily assume all such risks.

2. Release and Covenant Not to Sue. To the fullest extent permitted by New Hampshire law, I — on behalf of myself and my spouse, heirs, executors, administrators, successors, and assigns — release and forever discharge Owner, Veralase LLC, and their members, officers, employees, and agents (the "Released Parties") from, and covenant not to sue the Released Parties for, any and all claims for bodily injury, death, property damage, or other loss arising out of or relating to my operation of or presence on the Craft, whether caused by the ordinary negligence of the Released Parties or otherwise — except for liability arising from the Released Parties' gross negligence or willful misconduct, which cannot be waived under New Hampshire law.

3. Indemnification. I agree to indemnify, defend, and hold harmless the Released Parties from and against any claim, loss, liability, cost, or expense (including reasonable attorneys' fees) arising out of my own acts or omissions, my use of or presence on the Craft, or my violation of the Agreement or applicable law.

4. Representations. I represent that I am at least 18 years of age; that I am in good physical and mental condition and able to participate; that I can swim or will wear a U.S. Coast Guard–approved PFD at all times while on or near the Craft; that I am not impaired by alcohol, drugs, medication, or fatigue; and that, if I operate the Craft, I hold a valid New Hampshire Boating Safety Certificate (or an accepted equivalent) and meet all eligibility requirements of the Agreement.

5. Rules and Law. I agree to wear a PFD at all times while on or near the Craft, to follow all operating instructions and posted rules, and to comply with all New Hampshire boating and personal-watercraft laws (including RSA 270-D). I will not operate the Craft outside New Hampshire, in salt or tidal waters, at night, or in a negligent, reckless, or otherwise prohibited manner.

6. Governing Law. This release is governed by New Hampshire law and is subject to the binding-arbitration and dispute-resolution provisions of the Agreement, which are incorporated by reference. If any provision of this release is held unenforceable, the remaining provisions remain in full force and effect.

By signing below, each person (an operator or passenger) acknowledges that they have read and understood this release, are at least 18 years of age, are signing knowingly and voluntarily, and agree to be bound by this release and by the Agreement. Participants under 18 must use the Minor Release on the following page.

Printed Name	Signature	Date	Phone

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MINOR RELEASE, WAIVER, AND ASSUMPTION OF RISK (PARENT / GUARDIAN)

This Minor Release supplements, and is part of, the Jet Ski Rental Agreement (the "Agreement") between Veralase LLC d/b/a Live Free Jet Ski ("Owner") and the Renter. It must be completed and signed by the parent or legal guardian of each participant under eighteen (18) years of age before that minor operates or rides on the Craft. Capitalized terms have the meanings given in the Agreement.

Primary Renter: _____ Craft / Reservation #: _____

Rental period: _____

Minor participant(s) covered by this release:

Table with 3 columns: Minor's Printed Name, Date of Birth, Age. It contains three empty rows for data entry.

1. Authority and Assumption of Risk. I am the parent or legal guardian of the minor(s) named above and have full authority to sign on their behalf. I understand that operating or riding on a personal watercraft (jet ski) involves inherent and significant risks, including without limitation collision, capsizing, falling or ejection, drowning, propeller and jet-thrust injuries, the conduct of other water users, equipment failure, changing weather and water conditions, cold-water immersion and hypothermia, and operator inexperience or error. I knowingly and voluntarily accept all such risks on behalf of myself and the minor(s).

2. Release and Covenant Not to Sue. To the fullest extent permitted by New Hampshire law, I — on behalf of myself and on behalf of the minor(s) and our respective heirs, executors, administrators, successors, and assigns — release and forever discharge Owner, Veralase LLC, and their members, officers, employees, and agents (the "Released Parties") from, and covenant not to sue the Released Parties for, any and all claims for bodily injury, death, property damage, or other loss arising out of or relating to the minor's operation of or presence on the Craft, whether caused by the ordinary negligence of the Released Parties or otherwise — except for liability arising from the Released Parties' gross negligence or willful misconduct, which cannot be waived under New Hampshire law.

3. Indemnification. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the minor's use of or presence on the Craft, including any claim brought by, on behalf of, or for the benefit of the minor.

4. Representations and Supervision. I represent that each minor will wear a U.S. Coast Guard-approved PFD at all times while on or near the Craft; that no minor under sixteen (16) will operate the Craft; that any minor aged 16–17 who operates the Craft holds a valid New Hampshire Boating Safety Certificate (or an accepted equivalent) and will be supervised by an adult aged 21 or older at all times while operating; and that I remain responsible for each minor's compliance with the Agreement and all applicable law.

5. Governing Law. This release is governed by New Hampshire law and is subject to the binding-arbitration and dispute-resolution provisions of the Agreement, which are incorporated by reference. If any provision of this release is held unenforceable, the remaining provisions remain in full force and effect.

By signing below, I certify that I am the parent or legal guardian of each minor named above with authority to sign on their behalf, that I have read and understood this release, and that I am signing it knowingly and voluntarily on my own behalf and on behalf of each such minor.

Parent / Guardian Signature

Printed Name

Relationship to Minor

Date

Phone / Emergency Contact

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TOWING ADDENDUM & TOWED-PERSON RELEASE

This Towing Addendum supplements, and is part of, the Jet Ski Rental Agreement (the "Agreement") between Veralase LLC d/b/a Live Free Jet Ski ("Owner") and the Renter. It applies whenever Owner authorizes towing activities (tubing, wakeboarding, waterskiing, or similar) and must be completed before any towing begins. Capitalized terms have the meanings given in the Agreement.

Primary Renter: _____ Craft / Reservation #: _____

Rental period: _____

- 1. Application. Towing is permitted only with Owner's prior written authorization and only on the Craft authorized for towing. This Addendum governs all towing during the rental period.
2. Observer Required. A competent observer at least 18 years old, in addition to the operator, must face and continuously watch each towed person and communicate with the operator at all times while a person is being towed (RSA 270-D:3).
3. PFD and Daylight Only. Every towed person must wear a U.S. Coast Guard-approved PFD. Towing is permitted in daylight only and never at night or in conditions of restricted visibility.
4. Safe Distance. No towing within 150 feet of any shore, dock, raft, float, swimmer, permitted swim area, mooring field, or other vessel, and never in a no-wake or restricted area. Renter and operator shall comply with RSA 270-D:2 and RSA 270-D:3 and display any required ski flag.
5. No Reckless Conduct. No jumping wakes near others, whipping a towed person toward hazards, or operating in a negligent or reckless manner. The number of towed persons and tow-line use shall not exceed manufacturer guidance or the Craft's rated capacity.
6. Assumption of Risk and Release. Each towed person (or, for a minor, that person's parent or legal guardian, by signing below) acknowledges that towed water sports involve a heightened risk of serious injury or death, voluntarily assumes those risks, and — to the fullest extent permitted by New Hampshire law — releases and covenants not to sue Owner, Veralase LLC, and their members, officers, employees, and agents (the "Released Parties") for any claim arising from the towing activity, whether caused by the ordinary negligence of the Released Parties or otherwise, except for liability arising from the Released Parties' gross negligence or willful misconduct.
7. Indemnification. Renter agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any towing activity during the rental period, including any claim by or on behalf of a towed person.
Each towed person (or parent/guardian, if under 18) must sign before towing begins:

Table with 4 columns: Towed Person — Printed Name, Age, Signature (parent/guardian if under 18), Date. The table contains 5 empty rows for signing.

By signing below, Renter requests and authorizes towing, confirms that a qualified observer will be aboard at all times during towing, and agrees to the terms of this Addendum and the Agreement.

Renter Signature _____

Printed Name _____

Date _____

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PRE-RENTAL SAFETY & COMPLIANCE CHECKLIST (COMPLETE BEFORE EACH RENTAL)

Owner's representative completes this checklist with the Renter before the rental begins. It implements the rental safety review required by RSA 270-D:2-c and documents the eligibility, disclosure, education, equipment, and craft-condition steps for the rental. Retain the completed checklist with Owner's records.

A. Renter & Operator Eligibility (verify and copy)

- Renter is at least 21; valid government-issued photo ID verified and copied.
- All operators identified by name and listed on the Agreement; only listed operators will operate.
- Each operator is at least 16. Any operator aged 16–17 has a designated supervising adult (21+) who will be aboard at all times.
- Each operator holds a valid NH Boating Safety Certificate (or accepted equivalent/temporary certificate), verified and copied. No certificate = no operation.
- No operator under 16. No operator or passenger under 18 without a signed Minor Release on file.
- Renter and all operators appear sober, alert, and fit; none shows signs of impairment by alcohol, drugs, medication, or fatigue.

B. Required Signatures & Disclosures (before departure)

- Rental Agreement signed by Renter and Owner.
- Insurance Election (Section 9) initialed by Renter.
- Waiver of Liability & Assumption of Risk (Section 10) initialed by Renter.
- Binding Arbitration provision (Section 14) initialed by Renter.
- Operator & Passenger Release signed by every operator and passenger (18+).
- Minor Release signed by a parent/legal guardian for each participant under 18.
- Towing Addendum and towed-person releases signed (if towing is authorized).
- Copy of the signed Agreement and this checklist provided to Renter.

C. NH Safety Briefing Reviewed (RSA 270-D:2-c) — confirm Renter understands

- Safe passage / 150-foot rule: maintain headway speed (6 mph) within 150 ft of shore, docks, rafts, floats, swimmers, swim areas, mooring fields, and other vessels.
- DWI/BUI: never operate under the influence of alcohol or drugs.
- Speed limits: 45 mph day / 30 mph from a half-hour after sunset to a half-hour before sunrise; obey lake-specific limits and all no-wake zones.
- Required safety equipment and its location and use.
- Navigation rules and right-of-way; night and restricted-visibility operation is prohibited.
- No reckless or prohibited operation (no wake-jumping near others, racing, stunts, or entering swim areas).
- Accident duty: stop, render aid, contact Owner, and report to NH Fish & Game within 48 hours when required (death, injury beyond first aid, or property damage over \$2,000).
- Aquatic invasive species: clean, drain, and dry the Craft and equipment between waterbodies (RSA 487:16-d).
- Written operating instructions for the Craft provided and reviewed.

D. Safety Equipment Verified (each Craft)

- A properly fitted USCG-approved PFD for every rider, including child sizes as needed; renter confirmed fit.
- Engine cut-off switch lanyard (ECOS/kill switch) present, functional, and worn by operator.
- Sound-producing device (whistle/horn) aboard.
- Fire extinguisher (USCG-approved, charged) aboard and accessible.
- Current registration certificate aboard and valid registration (boat-fee) decal displayed.
- Rider count and total weight within the Craft's rated capacity (no overloading).
- For towing: tow rope in good condition, ski/tow flag aboard, and a qualified observer (18+) designated.
- Fuel tank full; no leaks; spill prevention reviewed.
- Renter has a phone in a dry bag; nearest launch ramp, emergency number (911), and NH Marine Patrol contact provided.

E. Craft Condition & Handover (Owner)

- Pre-delivery inspection completed; routine maintenance current and logged.
- Hull, steering, throttle, and braking (iBR) checked; no defects affecting safe operation.
- Existing damage documented with date/time-stamped photos.

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- Renter inspected the Craft and noted any pre-existing damage in writing before departure.
- Delivery location confirmed at a NH public launch ramp; suitable launch/dock available.
- Current and forecast weather/water conditions reviewed; safe to operate (rental aborted or rescheduled if unsafe).

F. Payment & Deposit

- 15% non-refundable reservation deposit collected.
- \$500 refundable security deposit authorized on card (Stripe).
- Remaining rental balance collected at delivery.

G. Records (Owner retains)

- Signed Agreement, all releases, completed checklist, ID copies, and certificate copies filed and retained (recommend at least several years).
- Owner's NH rental safety checklist (RSA 270-D:2-c) completed/initialed and on file (obtain the current form from NH Marine Patrol).

H. Sign-off

- Owner / representative: _____ Date / Time: _____
- Renter: _____ Date / Time: _____