

Jet Ski Rental Waiver

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This is a template, not legal advice. Laws on rentals, waivers and boating vary by state. Have a local attorney review and adapt it before you use it.

1. Rider and rental details

This Waiver and Release of Liability ("Waiver") is given to **[Business name]**, [Business address], [Phone] ("Company"), by the person signing below ("Rider").

- **Rider:** [full name], date of birth [date], [phone], [email]
- **Role:** [driver or passenger]
- **Rental date and time:** [date], [time] to [time]
- **Jet ski:** [make, model, unit number]
- **Emergency contact:** [name, phone]

2. Rider requirements

To drive a jet ski, a Rider must:

- be at least [age] years old;
- carry a valid boater education card or other credential where required by state law: [card number and state];
- complete the Company's safety briefing and orientation ride before departure; and
- not be under the influence of alcohol, drugs or any medication that impairs judgment or reactions.

Passengers must be at least [Passenger minimum age] years old. No more than [Most riders per jet ski] people may ride each jet ski, and never more than the manufacturer's capacity.

3. Safety rules

The Rider agrees to:

- wear a properly fitting, approved life jacket at all times while on the jet ski or in the water;

- attach the engine cut-off lanyard to their wrist or life jacket whenever the engine is running;
- keep at least [Distance to keep from others] from swimmers, docks, shorelines, other vessels and other jet skis;
- obey no-wake zones, speed limits, navigation rules and all instructions from Company staff;
- not jump wakes within [Distance to keep from others] of another vessel, spray others or ride in a reckless manner;
- not ride after dark or in unsafe weather or water conditions; and
- return immediately when signaled by Company staff.

4. Riding area and hours

Jet skis may be used only within [Riding area], between [Operating hours]. Leaving the riding area, beaching the jet ski or riding in restricted areas ends the rental, and the Rider may forfeit the rental fee.

5. Health and fitness

The Rider confirms they are in good health, can swim, and have no medical condition that would make jet ski riding unsafe for them or others. The Rider will tell Company staff before the rental about any condition that could affect their safety, including pregnancy, heart or back conditions, or recent injuries.

6. Risks of jet ski riding

The Rider understands that riding a personal watercraft involves risks, including but not limited to:

- collisions with other vessels, jet skis, swimmers, docks, buoys or objects in the water;
- falls from the jet ski, being struck by the jet ski or another vessel, and injury from the jet pump intake or nozzle;
- high-pressure water injuries to body openings, which wearing a wetsuit or proper clothing helps reduce;
- drowning, hypothermia, exhaustion, sunburn and dehydration;
- changing weather, waves, currents, wind and water conditions; and
- the actions or negligence of other riders and people on the water.

7. Assumption of risk

The Rider voluntarily assumes all risks of riding and being near jet skis, whether known or unknown, and accepts responsibility for their own safety and for following the rules in this Waiver.

8. Release of liability

To the fullest extent allowed by law, the Rider, for themselves and their heirs and representatives, **releases, waives and agrees not to sue** the Company, its owners, employees, agents and the owners of the launch site, for any injury, death, loss or damage arising from the rental, orientation or use of the jet ski, **except** to the extent caused by the Company's gross negligence or willful misconduct.

9. Damage and deposit

The jet ski will be inspected and photographed before and after the rental. The person who booked the rental is responsible for loss of or damage to the jet ski and equipment during the rental, other than normal wear, as set out in the rental agreement. A damage deposit of [amount] is held on their card [when] and may be applied to damage, cleaning, fuel and late return.

10. Indemnification

The Rider agrees to indemnify and hold harmless the Company against any claims, costs or liabilities, including reasonable attorneys' fees, arising from the Rider's breach of this Waiver or their operation of the jet ski.

11. Medical treatment

The Rider authorizes the Company to obtain emergency medical treatment for them if needed, and agrees to pay any costs of that treatment.

12. Minors

If the Rider is under 18, their parent or legal guardian signs below, agrees to this Waiver on the minor's behalf and on their own behalf, and confirms the minor will follow the rules in it.

13. General terms and signature

This Waiver is governed by the laws of [state]. If any part is found unenforceable, the rest remains in effect. The Rider agrees to sign this Waiver electronically.

I have read this Waiver, understand that I am giving up legal rights, and sign it voluntarily.

Rider signature: _____ Date: _____

Printed name: _____

Parent or guardian (if the Rider is under 18): _____ Date: _____

Printed name and relationship: _____