

Beaches & Blue Sky LLC

Rental Equipment Agreement, Waiver and Release of Liability
Kayaks, Paddleboards and Related Watersports and Equipment

Equipment Rental Agreement (Boat/Kayak/Paddleboard) between **Beaches & Blue Sky LLC**, St. Petersburg, Florida, herein called "**Lessor**", and the **undersigned**, herein called "**Renter**". This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Beaches and Blue Sky LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of Kayaking or Paddleboarding Equipment, premises or facilities or Renter's participation in kayaking and/or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that he/she may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Beaches and Blue Sky LLC.

Please initial each item and sign below to acknowledge acceptance of this agreement.

_____ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Beaches and Blue Sky LLC. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats and/or equipment from Beaches and Blue Sky LLC.

_____ **Renter represents that he/she is capable of safely operating and handling the Equipment and finds its in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip/activity.**

_____ Renter shall bear all risk and responsibility of and any all damage, loss or theft of the Rental boats and/or Equipment, or any portions thereof, including, but not limited to Vandalism or theft, and shall pay the Lessor (Beaches and Blue Sky LLC) the full cost of repair or replacement.

_____ Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rentals boats and/or equipment require repair and/or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

_____ **RECOGNITION OF RISK:** Renter expressly acknowledges that Kayaking and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THESE RISKS.** Renter acknowledges that PFD's (Lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD'S/LIFEJACKETS WHILE USING RENTALS BOATS AND EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representation regarding the safety of, or the risks of, the activity. **RENTER ASSUMES THE RISKS OF THE ACTIVITY.**

_____**RELEASE OF LIABILITY:** Renter hereby **RELEASES** Lessor (Beaches and Blue Sky LLC), its Owners and its employees from liability for negligence and **HOLDS HARMLESS** the Lessor, Its owners and employees from any loss, expense and/or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said Boat and/or Equipment.

This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said boat(s) and/or Equipment. The laws of the State of Florida shall govern this agreement.

EQUIPMENT REPLACEMENT COST

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|-------------------------------|---------------|--------------------------|---------------|
| • Ventura Tandem Kayak | \$1250 | Perception Hybrid | \$1500 |
| ○ Seat (2) | \$125 | Paddle | \$125 |
| ○ Paddle (2) | \$100 | Seat | \$25 |
| ○ Bucket (2) | \$25 | | |
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| • Ventura Solo Kayak | \$1000 | Perception Mini | \$750 |
| ○ Seat | \$125 | Paddle | \$100 |
| ○ Paddle | \$100 | Seat | \$25 |
| ○ Bucket | \$25 | | |
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| • Bonafide RS117 | \$1500 | Paddleboard | \$750 |
| ○ Seat | \$125 | Paddle | \$150 |
| ○ Paddle | \$100 | PFD | \$75 |
| ○ Foot Peddles (2) | \$50 | Cooler | \$75 |

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS AND/OR DAMAGES.

I have read and understand the above. I agree to the terms and conditions as stated:

Signature: _____ Date: _____

Print Name: _____

Driver's License Number and State: _____

Phone: _____ Email: _____

Date Needed: _____ Date Returning: _____