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5409 Overseas Hwy. Marathon FL 33050 #622

RENTAL EQUIPMENT AGREEMENT, WAIVER AND RELEASE OF LIABILITY

This Rental Equipment Agreement, Waiver and Release of Liability ("Agreement") is entered by, among and between Vacalodge LLC 5409 Overseas Hwy. Marathon FL 33050 #622 (the "Lessor") and the undersigned (the "Renter"). This Agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify the Lessor and its members, 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 the Renter's use of kayaking or paddleboarding equipment ("Equipment") or the Renter's participation in kayaking or paddle sports activities. By signing this document, the Renter acknowledges that the Renter is releasing, discharging and waiving any claims or actions that the Renter may have at the present time or in the future for the negligent acts, omissions or other conduct by the members, agents, officers or employees of the Lessor. The Renter further accepts and agrees to abide by the rules, policies and procedures set forth in this Agreement.

ACKNOWLEDGEMENT OF RULES, POLICIES AND PROCEDURES. The Renter acknowledges that he or she is familiar with all applicable Florida state, federal and local boating regulations, laws ordinances and agrees to comply therewith, as well as any lawful directives from appropriate emergency or law enforcement personnel while operating Equipment from the Lessor. The Renter further acknowledges that he or she is familiar with safe and proper practices for the use or operation of the Equipment and agrees to follow such practices while operating or renting Equipment from the Lessor. The Renter understands that participation in kayaking and paddleboarding should only occur after proper instruction and training and acknowledges that the Lessor is not providing such training in connection with the rental of any equipment to the Renter. The Renter agrees to wear a properly fitted and fastened U.S. Coastguard-approved personal flotation device ("PFD") (i.e., lifejacket) while aboard the Equipment or in the water. The Renter assumes full responsibility for deciding where, when and with whom to paddle. The Renter acknowledges and agrees that the Equipment provided by the Lessor is for the sole and exclusive use of the Renter and may not be used by any other person.

PHYSICAL CONDITIONS AND SKILLS. The Renter represents to the Lessor that the Renter has the requisite skills, physical abilities and mental faculties necessary for handling and safe use of the Equipment rented from the Lessor. The Renter understands that if he or she has any questions as to

what skills, qualifications or training are necessary to properly utilize the equipment or to participate in boating activities, they shall direct such questions to a member of the Lessor's staff. The Renter acknowledges having inspected the Equipment and finds it in good working order, condition and repair.

ASSUMPTION OF RISK. The Renter expressly acknowledges that kayaking and paddleboarding are activities with inherent risks of injury to person and property. The Renter is aware of those risks and understands them. The Renter acknowledges that use of a PFD does not eliminate all risk of injury, nor does PFD use make kayaking or paddleboarding safe activities. The Renter alone has determined the sufficiency of any safety equipment or other precautions that the Renter decides to take to minimize the risks of the activity. No party related to the Lessor, including but not limited to its members, agents, officers and employees, has made any representations regarding the safety of, or risks inherent to, the activity. **THE RENTER EXPRESSLY ASSUMES THE RISKS OF THE RELEASE OF LIABILITY.** The Renter hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against the Lessor, its members, agents, officers and employees for liability or negligence based on death, bodily injury or property damage occurring or arising from the Renter's use of the Equipment and agrees to commence no action therefor, except in the case of gross negligence or willful misconduct. The Renter shall hold harmless the Lessor, its members, agents, officers and employees from any loss, expense or cost, including attorneys' fees, arising out of any damages or injuries, whether to person or property, occurring as a result of the rental or use of the Equipment provided the Renter by the Lessor under this Agreement.

REPRESENTATIVES. The Renter executes this Agreement, Waiver and Release of Liability on his or her own behalf and on behalf of any minor children for whom the Renter is legally responsible.

CONSENT FOR EMERGENCY TREATMENT. The Renter hereby consents to medical treatment in the event of a medical emergency whereby the Renter is unable to provide consent to such treatment.

INSURANCE. The Renter understands and acknowledges that the Lessor does not carry participant insurance. The Renter represents that they possess appropriate insurance or, in its absence, agree to pay any costs or rescue and/or medical services as may be incurred on their behalf.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Lessor and the Renter and no term hereof may be waived or modified except by writing signed by both parties. There are no warranties, expressed or implied, by the Lessor to the Renter, except as contained herein.

ACKNOWLEDGMENT. The Renter has read and understands this Agreement, Waiver and Release of Liability, the implications thereof, agrees to its terms, and executes the same freely and voluntarily.

GENERAL INFO.

Child Kayaks: \$145

Adult Kayaks: \$165

Double Kayaks: \$265

Paddleboards: \$195

If renting for 3 days: 25% off the total amount

If renting for 5 days: 30% off the total amount

If renting for 7 days: 50% off the total amount

Lost or Not Returned Products

Guests will be charged:

Kids/Adult Kayak: \$500

Double Kayaks: \$1050

Paddleboards: \$1050

Missing Paddles or Life Jackets: \$150

A 3.5% Credit Card Fee and 7% Sales Tax will apply

The last rental can be picked up by 3 pm

Hours of Operation: 9 am - 7 pm,

*Our services are available from May 1st -

November 1st, Weather dependent for the month of April!

Check here to confirm that you have read and agree to the Additional Terms of our Reservation Agreement linked here: Oceanscay.com/Generalinfo/rules&policies I hereby accept all of the terms and conditions set forth hereinabove.

Damaged Products will be assessed and charged based on damage ranging from \$50-\$750

Delivery is available upon request, ranging from \$95-\$175

* *The preferred payment method fee or transaction fees are nonrefundable. **

Signature of Guest

Date

Each person who plans on using a Kayak or Paddleboard needs to fill out and sign below.

ADULT KAYAKS

CHILD KAYAKS

PADDLE BOARDS

CANOES

2 PERSON KAYAK