



BEACH CHAIR AND UMBRELLA RENTAL

The Coast is clear... now let us make it comfy! Instead of looking around for the perfect spot on the beach while you drag your chairs and umbrella behind you, experience the satisfaction of knowing that whenever you're ready, we'll have them waiting for you.

____ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Emerald Coast Beach Service.

____ Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment.

____ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it 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.

____ Renter shall bear all risk and responsibility of and for any and 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 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 rental boats or equipment require repair 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 THEM. Renter acknowledges that PFD's (Lifejackets) are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL 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

INITIALS: _____



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 representations regarding the safety of, or the risks of, the activity. RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY

____ RELEASE OF LIABILITY: Renter hereby RELEASES Lessor, its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense 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) or Equipment. The laws of the State of California shall govern this agreement. NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE. I have read and understand the above. I agree to the terms and conditions as stated.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE

I have read and understand the above (pages 1 and 2). I agree to the terms and conditions as stated.

Printed Name: _____ Date: _____

Printed Signature: _____

Drivers License Number/State: _____

Phone: _____

Email: _____

INITIALS: _____



(IF UNDER THE AGE OF 18):

_____ Date: _____
(Parent or Guardian Signature)

_____ Date: _____
(Parent or Guardian Name)

INITIALS: _____