**Agreement, Terms & Conditions**

\*EACH paddler is required to sign & complete liability form\*

Renter’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Current Age \_\_\_\_\_\_\_\_\_\_\_ Approx. Weight \_\_\_\_\_\_(our boards are suitable for individuals under 275 lbs)

Date of Rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prior SUP experience? YES\_\_ NO\_\_

Prior experience with Stand and Paddle? YES\_\_ NO\_\_

SUP Fundamentals Class

$25 per paddler (Required 1x/season for prior to all SUP rentals). Allow 20 minutes upon picking up rental or by appointment. Date completed: \_\_\_\_\_\_\_\_\_\_\_\_\_

Hourly Rental Rates (use separate payment form to select one of the following options):

$25 per board/hour (prorated after the first hour by the quarter hour)

$50/half day (7am-12:30pm or 1-7pm)

$75/full day (7am-7pm)

Estimated duration of rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time Out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due Back By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated cost: \_\_\_\_\_\_\_\_\_\_\_\_

If you will need to extend your rental please contact Rachel at 630-300-8289 as soon as possible to let us know and make appropriate arrangements.

SUP Equipment Rented Out:

# of Boards: \_\_\_\_\_\_\_\_\_\_\_ Make/Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

leash? \_\_\_\_ # Pdfs: \_\_\_\_\_

SUP Paddle(s):

Misc/Notes: Please leave board at top of dock when done with rental. Message Rachel 630-300-8289 when you are done with your rental to confirm time of return. Failure to confirm return may result in additional time charged.

**Board and Equipment Check and Acknowledgement**

BOARD AND EQUIPMENT CHECK BY RENTER AT TIME OF PICK UP: (please note any visible damages, flaws, blemishes upon pick up of board. This may entail gouges, scrapes and scuffs, noticeable wear and tear, dings, cracks, tearing, patches, etc that is visible to the eye and unable to be removed or corrected with simple cleaning methods i.e. soap water, sponge. If none, please write “none” below):

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\_\_\_\_\_\_\_\_\_\_\_\_(initial) RENTAL EQUIPMENT ACKNOWLEDGEMENT: Renter represents that the equipment is in good working order, condition and repair. Renter is responsible for noting any damage on the lines provided below prior to taking possession of the equipment. Furthermore, renter shall advise if there are any safety issues regarding any of the equipment provided before utilizing.

BOARD AND EQUIPMENT CHECK BY STAND AND PADDLE AT TIME OF RETURN: (please note any visible damages, flaws, blemishes upon pick up of board that were NOT visible at time of pick up and are unable to be removed or corrected with simple cleaning methods, i.e. soap, water, sponge. If none, please write “none” below):

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\_\_\_\_\_\_\_\_\_\_\_\_(Stand and Paddle instructor or owner initials)

**Agreement, Waiver and Liability Release**

\_\_\_\_\_\_\_\_\_\_\_\_(initial) USE & OPERATION:Renter represents that they are capable of operating the rental equipment lawfully and safely, and therefore agrees to do so. Renter agrees to obey ALL state and local laws ;(under which this agreement shall be governed and constructed by).

\_\_\_\_\_\_\_\_\_\_\_\_(initial) RENTAL & OTHER FEES: Stand and Paddle agrees to rent the above described equipment for a fee. As the Renter is responsible for the equipment, they shall not damage or misuse it, and if damage or theft does occur, the Renter agrees to pay all costs associated with repairing or replacing any damage or loss. If damage meets or exceeds the MSRP of the item, or if the item is stolen, Renter shall pay Stand and Paddle the cost to replace the item (not to exceed $550) including all associated shipping costs. Renter agrees to have the equipment back to Stand and Paddle by the agreed upon date & time. Renter agrees to pay penalty of $25 (above any other rental fees) per hour, if any equipment is not returned in a timely manner as agreed. Renter gives Stand and Paddle permission to charge any late fees, damage or replacement fees & taxes on the credit card provided by the renter. The Renter agrees and understands that these fees are not refundable.

\_\_\_\_\_\_\_\_\_\_\_\_(initial) AGREEMENT TO PAY FOR SERVICES: I understand that my credit card will be charged for the entirety of the rental amount. I understand that I am solely responsible for the return of any and all recreational equipment (equipment is defined as paddle boards, paddles, personal flotation devices and accessories such as leashes that are included in the rental) and that it must be returned in the same condition in which I received it and within the time agreed upon at time of pick up. I also understand that late returns will be charged at a rate of $25 per hour. No refunds due to inclement weather after delivery.

\_\_\_\_\_\_\_\_\_\_\_\_(initial) ADDITIONAL FEE POTENTIAL: I further understand and agree to pay for any and all damages (including replacement if recreational equipment is damaged, lost or stolen, not to exceed $550) to property rented from Stand and Paddle caused by any negligent, reckless, or willful actions by myself or my family or group.

\_\_\_\_\_\_\_\_\_\_\_\_(initial) ASSUMPTION OF RISK AND RELEASE: I acknowledge and accept that Stand Up Paddle boarding (SUP) poses certain potential risks and I am aware of the dangers of SUP and I assume full responsibility for personal injury to myself and (if applicable) my family members or other person(s) I allow to use, and further release, discharge, hold harmless, defend and indemnify Stand and Paddle and it’s owners, agents, officers and employees, for any and all claims of bodily injury, death, illness, loss or damage arising out of me or my family’s or friends use or anyone else I allow to use recreational equipment from Stand and Paddle, however caused whether by the fault of me, my family, Stand and Paddle or third parties or natural conditions. I hereby agree that I am voluntarily renting, operating, participating or using equipment provided by Stand and Paddle and assume all risk of injury and Stand and Paddle is in no way responsible for me, my families or any third parties’ safety. I understand that Stand and Paddle makes no guarantee as to the fitness or suitability of the recreational equipment. The laws of the State of South Carolina shall govern this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) SAFETY PROVISION: I understand the United States Coast Guard regulations requires that all paddlers have a US Coast Guard approved Personal Flotation Device (PFD) and that Stand and Paddle and the State of South Carolina requires all paddlers under 12 to wear approved PFD at all times while on the water. We recommend everyone wears a PFD at all times while on the water.

**Agreement, Waiver and Liability Release, continued**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) STAND AND PADDLE FUNDAMENTALS (& WATER RECREATION RULES & LAWS): I understand that I and all paddlers in my party must follow Stand and Paddle rules and laws while recreating on waterways. I understand that Styrofoam or glass products and the possession of open plastic containers of 5 oz. or less is prohibited on the water. I understand that I cannot trespass on private property. I understand I cannot litter. I understand that public nuisance behavior will not be tolerated. I understand that it is not lawful to operate while intoxicated (loss of mental or physical features, or blood alcohol content of .08 or higher).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) AGE RESTRICTION: Must be at least 18 years of age to rent equipment from Stand and Paddle. I understand that I must be at least 18 years of age to rent equipment and will be held solely responsible for anyone under the age of 18 using equipment rented from Stand and Paddle. I further understand that Beaufort County, South Carolina does not allow anyone under the age of 13 to operate a personal watercraft (which includes paddle boards) without being accompanied on board by a person at least 18 years of age.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) **RIDER LIMITATIONS**. I certify that all users know how to swim, weigh less than 290 pounds, and are not pregnant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) ENFORCEABILITY: The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid and unenforceable provision shall be deemed not to be a part of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial) NO DURESS: I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given reasonable opportunity to review before signing. I further agree that I have carefully read, know the contents thereof, and have signed this Release freely, knowingly and voluntarily. I further acknowledge that I am fully aware that I am waiving any right I have to bring a legal action to assert a claim against Stand and Paddle for negligence or otherwise.

**I HAVE READ & UNDERSTAND THIS RELEASE AGREEMENT (If renter/user is younger than 18 years old an *adult* signature is required!)**

Renter’s Signature (Parent or Guardian if minor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_