

Carolina Boardsports LLC
 605 Motor Boat Club Rd
 Greenville, SC 29611
 864-235-6630

Stand Up Paddle Board Rental Agreement and Release

Renter's Name		Renter's Date of Birth	
Renter's Phone		Renter's Parent or Guardian (If Under 18)	
Renter's Email Address			

Do you any pre-existing medical conditions?

YES NO

If Yes, specify _____

For Staff Only	
Time Out	
Time In	

Do we have permission to take your photo and use it on social media?

YES NO

Carolina Boardsports LLC (CBS LLC) agrees to rent the following Stand Up Paddle Boards (SUP) to the renter, upon the condition that the Renter agrees to all terms and conditions set forth below, including the release of claims, and evidence of agreement with his/her signature in the space provided.

THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE CAROLINA BOARDSPORTS LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY THE COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BAISED UPON YOUR USE OF THE SUP. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter does hereby remise, release, and forever discharge Carolina Boardsports LLC and their agents, servants, successors, heirs, executors, administrators, and personal representatives, of and from all, and all manner of , actions, causes of action, suits, proceedings, debts, dues, contracts, judgements, damages, claims, and demands whatsoever in law of equity, which the Renter ever had, now has, or which the Renter's heirs, executors, administrators, or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or things whatsoever arising out of this Agreement; out of the use, misuse, or abuse of the SUP and relating products; or in any way arising out of the rental relationship between the Renter and CBS LLC.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Renter hereby expressly agrees the indemnify and hold harmless Carolina Boardsports LLC and its agents, servants, successors, heirs, executors, administrators, and personal representatives against all suits, actions, claims, demands, of damages that arise out of the Renter's use, misuse, or abuse of the SUP and related products.

Terms and Conditions

1. **Assumptions of Risk.** Renter acknowledges that the activities for which the SUP is designed include inherent dangers, including the Risk of bodily injury and/ or death. Renter assumes and accepts all risks associated with the use of the SUP.

2. **Acceptable Use.** **Renter shall at all times observe and adhere to any rules and guidelines posted by CBS LLC. And any applicable laws or regulations.** Renter shall be responsible at all times for the safety of any and all passengers on the SUP

Renter agrees to use the SUP in a careful, safe, and conscientious manner.

Renter will stay clear of all obstacles and will keep sufficient distance to other paddlers, boats, and swimmers. The approach of any obstacle and/or docking area should be done while kneeling or sitting on the SUP.

3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the SUP:

- There is **no smoking** while on the SUP
- There are **no alcoholic beverages** permitted on the SUP. CBS LLC reserves the right to inspect any coolers, bags, or other containers belonging to the Renter or their passengers.
- There should be no "horse play" with other lake-goers or any other activities that will result in bodily injury.
- There are **no pets** permitted on the SUP unless given explicit permission.
- There is **no docking** at any location other than areas designated by CBS LLC

4. **Children.** Children under 13 years of age must always wear a life jacket.

5. **Unsafe Use.** If at any time CBS LLC determines that the Renter has engaged in an unsafe or hazardous use of the SUP, CBS LLC may immediately terminate the rental. Upon termination, the Renter must return the SUP to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, the Renter will not be Refunded his/her security deposit or rental fees. CBS LLC shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

6. **Condition of SUP equipment upon Return.** The Renter shall return the equipment to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to the Renter, excepting ordinary wear and tear. Renter shall be responsible for any damages caused to the equipment during the rental period. CBS LLC shall retain any portion of Renter's security deposit or fee as necessary to cover repairs for such damages. To the extent that damages to the equipment exceed the amount of the security deposit or fees, Renter shall be billed by CBS LLC for the full amount of damages caused by the Renter during the rental period, including reasonable attorney's fees.

7. **Late Return.** If the renter returns the SUP to the designated docking area more than 15 after the predetermined "Time In," Renter shall be charged \$35 for every additional hour of usage.

Renter has read, understands, and agrees to all the terms and conditions set forth above.

Signature (Parent or guardian if under 18)

Printed Name (Parent or guardian if under 18)

Date