

# 1 Adventure Company LLC Rental Agreement Terms and Conditions

# Kayak/Canoe/SUP

- 1. Definitions** "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter, any person signing agreement, and any authorized driver and any person or organization to whom charges are billed by us as its or the renters' direction. All persons referred to as "you" and "your" are jointly and severally bound by this agreement. "We", "our", or "us", means 1 Adventure Company LLC. Authorized driver means the renter and any additional driver listed by us on this agreement, provided that each such person has a valid driver's license and is at least 18 years of age. Vehicle means the KAYAK/CANOE/SUP listed in this agreement and any vehicle we substitute for it. \_\_\_\_\_
- 2. Rental Indemnity and Warranties** This is a contract for a rental of a vehicle. We may repossess this vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of the law or this agreement. You agree to indemnify us, defend us, and hold us harmless of all claims, liability costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the vehicle. We make no warranties, express, implied, or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose. \_\_\_\_\_
- 3. Condition and Return of the Vehicle** You must return the vehicle to the location we specify, on the date and time specified in this agreement, and in the same condition that you received it, except for ordinary wear. I agree to pay 1 Adventure Company LLC a *late fee of \$1/min/kayak/canoe/SUP* starting 10 min after return time stated in box below. If the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the vehicle until we inspect it upon our next opening for business. \_\_\_\_\_
- 4. Vehicle Damage or Loss** You are responsible for all damages to the vehicle, including damage cause by weather, acts of god, or terrain condition. You are responsible for costs of the repair or the actual cash retail value of the vehicle on the date of the loss if the vehicle is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for the theft of the vehicle. You must report accidents to us and the police as soon as you discover them. \_\_\_\_\_
- 5. Charges** You will pay us, or the appropriate government authorities, on demand, all charges do to us under this agreement, including: (a) court costs, towing, storage, and impound charges and other expenses involving the vehicle assessed against us or the vehicle. (b) All expenses we incur locating and recovering the vehicle if you fail to return it or if we elect to repossess the vehicle under the terms of this agreement. (c) All costs, including pre- and post- judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this agreement. \_\_\_\_\_
- 6. Credit Cards** We may use your credit card to pay any amounts owed to us under this agreement. \_\_\_\_\_
- 7. Modifications** No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vehicle to our rental office for a written amendment by us of the due in date. This agreement constitutes the entire agreement between you and us. \_\_\_\_\_
- 8. Miscellaneous** A waiver by us of any breach of this agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this agreement. Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. \_\_\_\_\_
- 9.** Vehicle will be operated in a safe manner. I hereby release 1 Adventure Company LLC of any financial liability or any other type of responsibility or liabilities for any injuries or accidents that occur during the rental period. \_\_\_\_\_
- 10.** The use of kayaks/canoes/SUPs is an inherently dangerous activity that depends upon both the good decision-making and safe technique of the rider. Extreme care should be used when operating a power sport and rider/renter assumes the risk of extreme physical danger including injury and death in misuse or any rental vehicle from 1 Adventure Company LLC in the event that the rider/renter of the vehicle becomes injured or lost, the rider/renter acknowledges that they may be responsible for any search and rescue fees incurred by any third party in the course of rescue attempts. Furthermore, the rider/renter discharges 1 Adventure Company LLC from any claims, injury, or damages from use of its rental vehicles or trailers. \_\_\_\_\_
- 11.** I am completely financially responsible for any and all damages that occur to the kayak/canoe/SUP during the time and date rented out until the kayak/canoe/SUP is returned and checked over completely by an authorized employee of 1 Adventure Company LLC, in satisfactory condition. I understand that I am financially responsible for any and all damage to the items that I am renting, using, or borrowing from 1 Adventure Company LLC or any of its employees. I understand that I am completely liable for the theft of any/or all kayaks/canoes/SUPs, life vests, paddle(s) and/or any parts stolen from the kayak/canoe/SUP including the kayaks/canoes/SUPs themselves or any other items borrowed or rented from 1 Adventure Company LLC during the rental period. (Rental period is defined as: from the time you sign this form to the time a 1 Adventure Company LLC employee checks in the vehicle. No exceptions). \_\_\_\_\_
- 12.** I agree to *pay \$75/hour in labor charges* and suggested retail on brand new factory replacement parts if any damages occur during rental period. We DO NOT straighten or weld any damaged parts, or replace any damaged parts with used parts. If any parts have any crack, any size, the part must be replaced with a brand new factory part. I authorize 1 Adventure Company LLC to use my credit card towards any repairs necessary to restore the equipment back to the condition it was rented out to me in. If one or more of the machines has damages exceeding the value of that machine, I will be required to purchase that vehicle for full retail value at the time the vehicle is damaged. ALL DAMAGES MUST BE PAID FOR IMMEDIATELY! \_\_\_\_\_
- 13.** I agree to respect the land and area surrounding me. I AGREE TO STAY IN DESIGNATED AREAS AT ALL TIMES, and will not litter at any time. I understand that I am completely responsible for any tickets or citations received during the rental period. I agree that all operators of the rented kayak/canoe/SUP will operate in a safe responsible manner and obey all designated rules. I understand that it is illegal to operate any kayak/canoe/SUP WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL! \_\_\_\_\_
- 14.** I hereby agree to all of the above conditions and statements on this agreement and everything I have written is true to the best of my knowledge. I have read this entire document and agree in full. I have had every chance to openly review this document. An employee from 1 Adventure Company LLC has provided me with answer to all my questions and has given me completely thorough instructions on how to operate all rented or borrowed equipment. I do not and will not hold 1 Adventure Company LLC responsible for any medical or financial expense incurred during the rental period. I understand that I am volunteering for this activity and there is a high risk of injury to myself, others, and also the equipment. \_\_\_\_\_

|                    |             |                  |          |
|--------------------|-------------|------------------|----------|
| RENTER NAME        |             | SO. SECURITY NO. |          |
| CURRENT RESIDENCE  |             | CITY             | STATE    |
| ZIP                | PHONE. NO.  | EMAIL            |          |
| DRIVER LICENSE NO. | STATE       | EXP. DATE        | DOB      |
| AGE                | TIME OUT:   |                  | TIME IN: |
| CHECK OUT DATE     | DUE IN DATE |                  |          |

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|--|---|--|
| DATE OF EXCHANGE   | VEHICLE NO.   | TOTAL TIME RENTED<br>DAYS                      HOURS |
| CHECKED OUT BY   | CHECKED IN BY   | RENTER CHECK IN x.                                   |
| VISA      MASTER      DISCOVER      DINERS CLUB<br><br>CREDIT<br>CARD NO. _____<br>EXPIRATION<br>DATE: | By signing below, you acknowledge that you have been given an opportunity to read the Terms and Conditions before being asked to sign this Agreement.<br>Your signature allows us to submit a credit card voucher in your name for all rental charges arising out of this transaction.<br><br>RENTER'S SIGNATURE x. |  |