

Rental Agreement and Liability Waiver

Rental Policies

Prices, equipment availability, and rental policies subject to change without notice.

General Policies

- Photo ID and/or Current Driver's license is required at the time of pick-up.
- **Renter is responsible for loading and securing boats for transport. Make sure you have any required racks, ropes, or straps!**
- You must be 18yrs old or older to rent.
- Individuals named on the contract are required to submit credit card information and/or deposit at the time of reservation and/or rental.
- Payment in full for all rentals is due at the time of reservation.
- Lazy Otter Outfitters, LLC reserves the right to refuse to any individual(s).
- Late fee is \$10 per 15 minutes past agreed upon time

Cancellation Policy

- Cancellations made 24 hours or more before pick-up date will receive a 100% refund
- Cancellations within 24 hours or less of scheduled pick-up will not receive any refund.
- There are no refunds for illness, weather, early returns or non-usage.
- Individual named on the contract must be present at the time of pick-up or item(s) will not be released.

Check-Out Procedures

Before leaving Lazy Otter Outfitters LLC, you are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to a staff member's attention. Make sure any discrepancies are noted on the rental agreement. Failure to note any discrepancies may result in a fee for damaged or missing equipment. If needed, please ask a staff member for assistance with inspection and/or instructions on how to properly set-up the equipment.

Check-In Procedures

Please call (828) 756-1386 to arrange a drop-off time or procedure. Equipment left unattended (during Closed hours) at Lazy Otter Outfitters will be charged a \$50.00 fee regardless of the reason unless arrangements are made beforehand with a staff member. Should the equipment be lost or stolen while left unattended, the renter will be responsible for all replacement costs at full retail prices.

Equipment Damage: Rental Fees do not cover any portion of damages to equipment. Any damaged equipment interfering with the rental or reservation of another will be charged the entire cost of the other rental in addition to all equipment repair and/or replacement costs.

Rental Liability Waiver

I hereby agree that by renting this/these kayak(s), SUP (s), canoe(s), and/or trailer, and/or Accessories from Lazy Otter Outfitters LLC I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from Lazy Otter Outfitters LLC. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my property, or my death, however caused, arising

out of my use of any equipment or programs of Lazy Otter Outfitters LLC. I understand that there are inherent risks associated with water sports and with pulling a trailer. I acknowledge that I have the necessary skills to use the above rented equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I understand that equipment and safety devices are provided for my use (such as flotation devices, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. It is my responsibility to inspect all equipment including trailers, tires, light connections, chains, and tire pressure prior to use. I, the undersigned user or guardian of user HEREBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators Lazy Otter Outfitters LLC its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. I agree to hold harmless and/or indemnify and defend Lazy Otter Outfitters LLC and their officers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.

I also agree that if I damage, lose, or misplace any item I rent from Lazy Otter Outfitters LLC that I will pay for these losses or damages according to prices listed later on this form. I agree that if Lazy Otter Outfitters LLC incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay Lazy Otter Outfitters LLC for these costs as well as the cost of the damaged or lost items. Bent paddles, folded (wrapped) canoes, and damaged Stand Up Paddle Boards (SUPs) or kayaks will be charged for replacement. If I do not return the product within 3 working days of the due date, I authorize Lazy Otter Outfitters LLC. to charge the full retail purchase price of the products (see below) to my credit card, minus any deposit. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize Lazy Otter Outfitters LLC. to charge the cost of replacement or repair to my credit card, minus deposit.

It is solely the discretion of Lazy Otter Outfitters LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

I (renters) am responsible for connecting the trailer, lights, and chains properly and for securing all canoes, kayaks, paddles, SUPs, life jackets and other equipment before driving. I understand that loading a canoe, kayak, SUP, or other boat onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is my choice to have the boat loaded/unloaded by the Lazy Otter Outfitters LLC staff and I agree to assume responsibility for any damages. I will not hold Lazy Otter Outfitters LLC or its staff liable for any damages to person or property that may occur due to loading, unloading or transport of this equipment.

I also understand that it is the renters' responsibility to ensure that any required permission forms, trip permits, invasive species tags, boating permits, and trainings are completed and up to date prior to launching boats. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

By signing below, I attest that I have read, understood and agreed to these conditions. My signature further indicates that all information provided on the rental sheet is true and correct.

Printed Name _____ Phone _____

Email _____

Address _____ City _____ State _____

Zip Code _____

Driver's License # _____

How did you find us? _____

Date and Time Due Back _____

Late fee is \$10 per 15 minutes past agreed upon time

Checked Out by Staff Member _____

Note items checked out and Condition of Rental Equipment before Check Out: Date and Time of Check Out/Pickup _____

Signature _____ Date _____

For Office Use Only

Date and Time Returned _____

Condition of Equipment after Return

Replacement Costs

Feelfree Nomad solo - \$549

Feelfree Juntos solo - \$604

Feelfree Gemini tandem - \$714

River Tube - \$50

Sun Dolphin Canoe - \$400

Nalu Paddle Board - \$700

Paddle Board Paddle - \$70

Kayak or Canoe Paddle - \$50