

**NOTICE: All rental property is to be placed for pick up in the same place it was left when delivered, or a \$20 fee will be charged.**

Failure, refusal, or neglect to return the property within 72 hours after the agreed rental period has expired, or the presenting of false, fictitious or misleading identification to Just For The Beach Rentals shall be prima facie evidence of an intention to commit larceny.

**\$20 Cleaning charge (per item) for equipment returned unclean.**

The undersigned, for myself, my personal representatives, heirs, next of kin, successors and assigns, do:

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- (a) Hereby agree to assume all responsibility for all acts or activities of myself, my riders, and drivers for all and all off damage or injury that may be caused by any or all of us by my rented watercraft, properties or possessions in any way rowing out of or resulting from the operation of my rented watercraft.
- (b) Hereby agree to be bound by the operating rules of Just For The Beach Rentals and its official representative.
- (c) Hereby release, waive, discharge and covenant not to sue Just For The Beach Rentals including all it's corporate, elected and appointed officials, inspectors, agencies of government which control essential land and water sites, financiers and firms which render essential service crafts, including all officers, agents and employees of the foregoing and volunteer workers assisting in sanctioned activities, all hereinafter referred to as, "Release" from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of this under signed which in any way grows out of or results from any Just For The Beach Rentals watercraft rental motivity or part thereof, during the actual rental period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releases or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation; and
- (d) Hereby agree to indemnify and save and hold harmless the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way observing, or working for, or for any purpose participating in a rental event and whether caused by the negligence of the releases or otherwise.
- (e) Hereby assume full responsibility for and risk of bodily injury, death or property damage due to the negligence of releases or otherwise while in or upon the rental area and/or while operating or riding on or for any purpose participating in the rental.
- (f) The undersigned expressly acknowledges and agrees that the activities of the rental are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the rental is conducted and that is any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- (g) Hereby acknowledge and agree that I have no right, property or interesting any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any Just For the Beach Rentals equipment or event. Including, but not limited to pictures or sounds of no alone or with other persons, with or without rental equipment, as well as any and all receipts there from, and an transcription thereof.
- (h) In consideration of their promotional efforts on behalf of the sport, I hereby assign all commercial communication and broadcast rights to Just For the Beach Rentals and do declare it as my lawful agent and representative regarding such rights. I agree, that Just for The Beach, Inc., or it's assigns, on a non-exclusive basis, may use my name and pictures, including pictures taken at any Just For The Beach Rentals sanctioned event for publicity purpose.
- (i) Hereby agree to fully reimburse Just For the Beach Rentals for all loss or damage, other than reasonable wear, resulting to/from the rental equipment I am provided, including loss of rental income incurred by said loss or damage and attorney's fees resulting from collection damages and lost rental income.
- (j) By voluntarily affirming my signature below, I warrant that I have read and understood all of the foregoing and information I have supplied on this agreement is true and releases will rely on them and upon all my commitments in entering into a rental contract with me.
  1. Lessee agrees to pay the rental rate specified for each item leased hereunder for each time period or fraction thereof that the rental property is charged to the possession of Lessee. The Lessee shall be charged with possession of the rental property from the time (s)he acquires possession of such property as indicated under "Date Out" until the rented property is returned to Just For The Beach Rentals (here after called JFTB) as indicated under "Date Due Back".
  2. Lessee agrees to pay rental charges in advance. Lessee further agrees to pay upon demand all costs and charge payable under this lease over and above the advance payment, together with all costs of collection including but not limited to collection agency fees and JFTB's reasonable attorney's fees.
  3. Lessee agrees to return the rented property of JFTB immediately upon termination of this contract in the same condition as that in which the said property was received, ordinary wear and tear excepted.
  4. Lessee agrees to use the rented property only at the address and only for the purpose designated herein unless Lessee advises JFTB of the other location. Lessee further agrees to keep and retain all JFTB labels, plates or markings in place on the rental property.
  5. Lessee agrees to immediately cease using any rented property if the property is found to be unsafe or in disrepair. Lessee shall notify JFTB immediately in either such case, and JFTB agrees to replace the rented property with similar property in good working condition with reasonable dispatch. Rentals and other charges under this lease shall continue at all times pending such replacement and thereafter, in accordance with the terms of this lease.
  6. Lessee agrees to pay all cleaning, repair and replacement charges on any rented property which is required upon its return to JFTB (cleaning of linen excluded).
  7. Lessee agrees to pay JFTB in full for all loss or damage to the rented property whether such loss is caused by loss or theft of the rented property or by reason of accident, or by careless or abusive use, or any other reason.
  8. Lessee agrees to hold harmless and indemnify JFTB and its owners, agents and employees for any injury, loss or damage to any person or property, related to the use of this property. Lessee accepts full responsibility for any and all such damage and/or injury which may result.
  9. A cancellation/restocking fee of 10% rental(\$20 minimum) will be assessed for any reservation cancelled less than 48 hours from scheduled "Date Out".
  10. JFTB makes no warranties of safety for use, merchantability, fitness for a particular purpose or any other warranty, express or implied in respect to the rented property.
  11. The terms and conditions of this contract are severable. In the event that any term or condition hereof is invalid, such term or condition shall be deemed not to be a part of the contract but shall not invalidate any other provision hereof.

Date \_\_\_\_\_ Lessee's Signature \_\_\_\_\_

Witness \_\_\_\_\_