

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:

- (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.

JUST FOR THE BEACH RENTALS ELECTRIC WHEEL CHAIR CONTRACT AND RELEASE

This Contract and Release is entered into on the date below by and between 4U Game Inc (DBA: Just For The Beach Rentals (herein "Just For The Beach Rentals") and each adult Renter whose name and signature appear below and who sign this Agreement on his or her own behalf, and/or on behalf of any minor whose name appears below, and such Renter warrants that he or she has the authority to enter into this Agreement on his or her own behalf and that he or she has bound himself or herself to fulfill all duties and obligations of each minor listed below. Each adult and minor is herein referred to as a "Renter."

IT IS HEREBY AGREED AS FOLLOWS:

- I. Just For The Beach Rentals hereby rents to Renter, and Renter hereby rents from Just For The Beach Rentals, a Sand Helper Electric Wheel Chair mobile chair device (the "Chair") and ancillary items of equipment supplied by Just For The Beach Rentals, including battery pack, battery charger, keys and lock (collectively, the "Equipment"). **THIS RENTAL IS FOR THE SOLE AND EXCLUSIVE USE OF RENTER. HE OR SHE SHALL NOT ALLOW ANY OTHER PERSON TO USE OR OPERATE THE SAME AT ANY TIME.** The rental is for use during the period **Identified on the rental sales receipt**
- II. The Renter shall pay, the sum indicated on the rental sales receipt for the use of the chair for the indicated period of time and in addition provide a credit card to be held on file by Just For The Beach Rentals to insure the undamaged return of the Chair and Equipment or to pay for losses caused by Renter.
- III. In addition, Renter authorizes Just For The Beach Rentals to photograph Renter's driver's license or other acceptable form of personal identification and to charge his/her credit card in the event of loss, damage, and/or delay in the return of the Chair and Equipment.
- IV. Renter expressly confirms that he or she will use the Chair and Equipment between Corova and Nagshead beach and Renter will not take the Chair and Equipment to any other location without the express written permission of Just For The Beach Rentals. Renter further confirms that he or she is staying overnight at the address provided while he or she has the Chair and Equipment and Renter is responsible for the safe care and storage of the Chair and Equipment where Renter is staying and at all times while Renter has the Chair and Equipment in Renter's possession hereunder.
- V. Renter understands and agrees that the Chair and Equipment are in limited supply and customers of Just For The Beach Rentals have reserved dates and times to use the Chair and Equipment, so Renter shall be liable to Just For The Beach Rentals for a late charge of twice the daily rent for each day or partial day the Chair and Equipment are not timely returned to the designated location. Renter shall be responsible for and shall hold harmless, defend and indemnify Just For The Beach Rentals, its officers, members, agents, and employees from and against any and all third party claims, liabilities, demands and judgments, including its reasonable attorney's fees, if Renter's damage to the Chair and/or Equipment, or its failure or delay in returning the same, causes such losses.
- VI. Renter acknowledges that he or she is fully aware of the inherent dangers and risks of riding a Chair on the beach, on sidewalks and streets, and Renter hereby assumes all risks that may arise as a result of his or her riding and participation, including, but not limited to, risks of bodily injury and property damage that may result from: the Renter's falling from or with the Equipment; the Renter's collision and/or near collision with vehicles, third parties, and/or their possessions and/or vehicles. Renter acknowledges that he or she has inspected the Chair and Equipment and that there are no visible defects in the same (or if there are any, Renter has noted the same, in writing, in the area designated on the checklist below).
- VII. Renter assumes full responsibility for the Chair and Equipment from the time of his or her first possession of the same and until it is returned to, and properly secured at, the designated location approved by Just For The Beach Rentals, and he or she agree to compensate Just For The Beach Rentals for all damages to and/or loss of the Chair and Equipment, whether caused by theft, negligence, intentional misuse, or otherwise, excluding normal wear and tear ("Damages"). If Renter has placed a credit card on file with Just For The Beach Rentals, the company may charge the card to cover these expenses.
- VIII. Renter represents that he or she is not pregnant, weighs not more than 400 lbs., is at least sixteen (16) years of age, and that his or her medical condition will not impair his or her ability to operate the Chair and Equipment without risk to Renter or to others. Renter represents that he or she has no medical or physical impediment which would endanger Renter or others, if he or she uses the Chair. If Renter is signing for a minor, Renter represents that the minor falls within the above weight range, and is otherwise in sound medical condition and capable of operating Chair and Equipment without risk to the minor or others, and that the minor has no medical or physical impediment which would endanger the minor or others, while using the Chair.
- IX. Renter understands that the use of a Chair is subject to all traffic laws, signs, rules and regulations which pertain to pedestrians and moving vehicles, and those regulations which are intended to protect pedestrians, and a Renter has

JUST FOR THE BEACH RENTALS ELECTRIC WHEEL CHAIR CONTRACT AND RELEASE

the express obligation, among others, to give the right-of-way to pedestrians and other human powered devices (i.e. bicycles, wheelchairs, wagons, scooters, etc.), and to provide a warning when overtaking and passing pedestrians and human powered devices. Renter agrees to adhere to the rules and regulations that Just For The Beach Rentals provides, including through its orientation/instructions process. **Use of mobile telecommunications equipment is prohibited while operating the Chair and Equipment.**

- X. In consideration of being permitted to rent the Chair and Equipment and to operate the same, Renter on his or her own behalf, and on behalf of each minor designated below, and on behalf of his, her, and/or their, heirs, assigns and legal representatives (each of the foregoing is a "Releasor") does hereby release, indemnify, forever discharge, and agree to hold harmless Just For The Beach Rentals and Sand Helper LLC (the Chair distributor) (and their respective officers, directors, members, employees, agents, and contractors – collectively, "Releasees") from any and all claims, demands, rights, and causes of action of whatsoever kind, whether in tort, by contract, under any product liability theory and/or statutory basis, or otherwise, which may arise and/or result from personal injuries, property damage, death, illness, and/or any other source, occurring during and/or resulting from his, her, and/or their, rental of the Chair and Equipment. If any lawsuit or other claim is brought by Renter, or by anyone on behalf of a minor on whose behalf Renter entered into this Agreement, which arises from or relates to injuries sustained to the person or property of Renter and/or such minor during, or as a result of, his or her use of the Chair and Equipment, then Renter shall be responsible for all of Releasees' defense costs, including, its reasonable legal fees, and in addition, Renter shall be obligated to pay in full the amount of any resulting judgment entered against Releasees, or any one or more of them, and/or the amount of any good faith settlement agreed upon by Releasees, or any one or more of them, to avoid a trial or other adverse disposition of such claim.
- XI. Renter consents to and permits Just For The Beach Rentals to use its best efforts to seek to obtain emergency medical treatment in the event of injury or illness to Renter and agrees that he or she will be solely responsible to pay any costs incurred with respect to emergency medical treatment. .
- XII. Renter further acknowledges and understands that Just For The Beach Rentals has a limited supply of Chairs and Equipment and that Chair and Equipment breakdowns can occur in the ordinary course of their use. In the event of such breakdown, if Just For The Beach Rentals cannot efficiently repair or replace the Chair so as to make the same readied for Renter's continued use of the same, Renter's sole and exclusive recourse shall be to accept a refund of the prepaid rental fee, prorated, based on the number of days and partial days of use prior to the need for repair, together with the deposit. Under no circumstances shall Just For The Beach Rentals be liable for any other damages or losses.

Name	Minor?	Signature	Date
_____	Under 18? <input type="checkbox"/>	_____	_____
	Under 18? <input type="checkbox"/>		

Additional Information:

[illegible]

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the “Activities”) provided by 4U GAME inc. DBA: Just For The Beach Rentals the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training. As used herein, the term “Equipment” shall include, but not be limited to, personal watercraft;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment, facilities, and vessels before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Name (Printed): _____ Participant’s Signature: _____ Date: _____
Parent/Guardian’s Name (Printed): _____ Parent/Guardian’s Signature: _____ Date: _____