



**4U GAME inc. DBA: Just For The Beach Rentals
Rental Equipment Agreement,
Waiver and Release of Liability**

NOTICE: BY SIGNING THIS AGREEMENT, I MAY BE WAIVING
CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE.

Just For The Beach Rentals, herein called Lessor, and the undersigned, herein called, participant and the participants parent(s) or legal guardian(s). This agreement constitutes a Waiver and Release of Liability, whereby the participant and the participants parent(s) or legal guardian(s) agrees to release, discharge, hold harmless, defend and indemnify Just For The Beach Rentals, its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of participant's and the participants parent(s) or legal guardian(s) use of Just For The Beach Rentals, 's equipment, surfing, or paddle sports activities. By signing this document, participant and the participants parent(s) or legal guardian(s), acknowledges he/she specifically understands he/she (participant and the participants parent(s) or legal guardian(s) are releasing, discharging and waiving any claims or actions that I may have a the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or of Just For The Beach Rentals, Participant and the participants parent(s) or legal guardian(s) shall obey all state, federal and local regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting bikes, kayaks, or equipment from Just For The Beach Rentals, Participant and the participants parent(s) or legal guardian(s) is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental equipment from Just for The Beach Rentals, Participant and the participants parent(s) or legal guardian(s) represents that he/she is capable of safely operating and handling the equipment and t in good working order, condition and repair. Participant and the participants parent(s) or legal guardian(s) represents that he/she has adequate skills; knowledge and experience to safely complete the planned activity.

Participant and the participants parent(s) or legal guardian(s) shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental equipment, or any

portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Just For The Beach Rentals,) the full cost of repair or replacement. RECOGNITION OF RISK: Participant and the participants parent(s) or legal guardian(s) expressly acknowledges that all equipment rentals are activities with inherent risks of injury to persons and property. RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Participant and the participants parent(s) or legal guardian(s) alone has determined the sufficiency of any safety gear or other precautions that Participant and the participants parent(s) or legal guardian(s) decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. Participant and the participants parent(s) or legal guardian(s) EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.

RELEASE OF LIABILITY: Participant and the participants parent(s) or legal guardian(s) hereby RELEASES Lessor (Just For The Beach Rentals), its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property occurring as a result of the rental or use of Just For The Beach Rentals, bicycle, baby, beach, water-sports, event or household equipment rentals. To the extent that any portion of the 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 Lessor (Just For The Beach Rentals) and its counsel in any proceeding. By signing below you have forever released Just For The Beach Rentals, from any claims resulting for you, your spouse, your children/ward and other party included in this release. You acknowledge that a Court may not entertain any action against Just For The Beach Rentals, as this is a permanent release and you have assumed all risk of damage, loss, personal injury or death and are indemnifying and holding Just For The Beach Rentals harmless.

By signing below you agree to Just For The Beach Rentals terms and conditions, available for review on our website at:

<http://www.justforthebeach.com>

I HAVE READ AND UNDERSTAND THIS AGREEMENT:
