

RENTAL AGREEMENT, LIABILITY WAIVER & ARBITRATION AGREEMENT

Just For The Beach Rentals

1. PRIMARY RESPONSIBILITY

The individual signing this Agreement ("Renter") accepts full responsibility for:

- All Equipment rented
- All users of the Equipment
- Safe and lawful use

Primary renter must be 18+

I Agree

to accept full responsibility for all equipment and users.

2. CONDITION ACCEPTANCE (STRICT)

- Equipment is delivered in good working condition
- Any damage must be reported within 6 hours of delivery with photo evidence
- Failure to report = full acceptance of condition

I Agree

to accept the equipment condition terms.

3. PROPER USE & PROHIBITED USE

Equipment must be used safely and only for intended purposes.

Prohibited uses include:

- Reckless or negligent use
- Use under the influence of drugs or alcohol
- Use in unsafe weather or hazardous conditions
- Misuse, overloading, or modification

I Agree

to proper use requirements.

4. WEATHER & ENVIRONMENTAL CONDITIONS (NO REFUNDS)

Renter acknowledges:

- Weather conditions (including wind, rain, surf, heat) are unpredictable
- No refunds or credits will be issued due to weather conditions
- Use of Equipment in adverse conditions is at Renter's sole risk

I Agree

and accept the weather policy and no-refund terms.

5. WATER ACTIVITY RISKS

(Surfboards, Kayaks, Paddle Boards)

Risks include:

- Drowning
- Rip currents, waves, tides
- Collisions
- Equipment failure

Renter agrees:

- Users must be capable swimmers
- Children must be supervised
- Life jackets should be used when appropriate

I Agree

that I understand and accept all water-related risks.

6. BICYCLES & ELECTRIC BICYCLES

Renter acknowledges:

- Risk of falls, collisions, and loss of control
- E-bikes operate at higher speeds
- Helmets are highly recommended for all bikes and required for E-Bikes

I Agree

to and accept all bicycle and e-bike risks.

7. BABY & CHILD EQUIPMENT

(Cribs, High Chairs, Booster Seats)

Renter acknowledges:

- Equipment is provided as a convenience
- Proper setup and use is the Renter's responsibility
- Children must be supervised at all times

I Agree

and accept full responsibility for child equipment use and supervision.

8. GRILL USE (FIRE & BURN RISK)

(Charcoal & Gas Grills)

Risks include:

- Fire
- Burns
- Explosion (gas)
- Carbon monoxide

Renter agrees:

- Outdoor use only
- Keep away from structures
- Never leave unattended

I Agree
and accept all grill-related risks.

9. ASSUMPTION OF RISK

Renter understands that all Equipment involves risks of:

- Injury
- Death
- Property damage

Renter voluntarily assumes all risks.

I Agree
and I voluntarily assume all risks.

10. RELEASE OF LIABILITY (INCLUDING NEGLIGENCE)

To the fullest extent permitted under North Carolina law, Renter releases and agrees not to sue Just For The Beach Rentals, its owners, employees, contractors, and affiliates for:

- Injury or death
- Property damage
- Any loss

INCLUDING claims arising from negligence, except gross negligence or willful misconduct.

I Agree

to the liability waiver and release.

11. INDEMNIFICATION

Renter agrees to defend and indemnify Just For The Beach Rentals against any claims arising from:

- Use of Equipment
- Injury to persons
- Violation of this Agreement

I Agree

to indemnification terms.

12. MINOR RESPONSIBILITY

Renter accepts full responsibility for any minor (under 18):

- Using Equipment
- Near Equipment

I Agree

and I accept responsibility for all minors.

13. DAMAGE, LOSS & THEFT

Renter is responsible for ALL damage including:

- Breakage
- Weather damage
- Water damage
- Loss or theft

I Agree

and accept full financial responsibility for damage or loss.

14. HIGH-VALUE EQUIPMENT LIABILITY

Renter acknowledges certain items have high replacement value, including:

- Electric Bikes: \$1,500 – \$3,500 each
- Paddle Boards / Kayaks: \$500 – \$1,200 each

Renter agrees to pay full replacement cost if equipment is lost, stolen, or not repairable.

I Agree

acknowledge and accept high-value equipment liability.

15. CREDIT CARD AUTHORIZATION

Renter authorizes charges for:

- Damage
- Loss or theft
- Cleaning
- Agreement violations

I Agree

and authorize charges as outlined.

16. ARBITRATION AGREEMENT

All disputes shall be resolved by binding arbitration in North Carolina.

- No jury trial
- No class actions

18. GOVERNING LAW

This Agreement is governed by North Carolina law.

19. DEFAULT

Violation may result in:

- Immediate termination
- No refund
- Additional charges

20. FINAL ACKNOWLEDGMENT

Renter acknowledges:

- This is legally binding
- Rights are being waived
- All terms have been read and understood
- This rental agreement/Waiver is not Valid for golf carts, and additional Agreement/waiver will be sent for golf cart rentals.