

System Services LLC, TERMS, CONDITIONS, RELEASE OF LIABILITY AND WAIVER

PLEASE READ CAREFULLY BEFORE PLACING YOUR ORDER TO RENT.

Definitions. The person renting the Stand-Up Paddle Board(s), Kayak(s), Disc Golf Set(s), Pickleball Set(s), Bag Toss Set(s), Horseshoe Set(s) or other equipment (the **“Equipment”**) from System Services LLC (**“System Services”**) and agreeing to these terms and conditions shall be referred to hereinafter as **“Renter”**. **“Participant”** means the person(s) who is renting, operating, using, or riding in or on the Equipment. The **“Undersigned”** means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant’s parent or legal guardian when the Participant is under the age of 18. **“Released Parties”** means (i) System Services LLC and any of its successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and equity holders and (ii) owner of property upon which System Services has located its locker(s) used by Renter, XXX, XXX, XXX.

1. The **“Activity”** means taking part in stand-up paddle boarding, kayaking, or playing a sport or game and other activities using the Equipment.
2. **General Rules & Restriction for Equipment Use and Rental**
 - By signing and/or checking the box of this Agreement without a parent or legal guardian’s signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing and/or checking the box as the parent or guardian of a minor Participant, signing adult(s) represents that they are a parent or legal guardian of the minor Participant.
 - Due to Equipment limitations, individuals whose weight exceeds 350 lbs. (or 600 lbs. combined for two person kayaks) or chest size exceeds 52” are not permitted to use the Equipment.
 - Children under 30 lbs. are not permitted to be a Participant.
 - **State laws require that each person must have a Coast Guard Approved Personal Flotation Device (PFD) onboard that is properly sized and fitted. State law requires children under 13 and non-swimmers to wear, at all times, a PFD that is properly sized and fitted.**
 - **It is Your sole responsibility to wear and utilize a PFD and ensure it is properly sized, fitted and is not in need of repair. If there is not a properly sized PFD for Participant or if a properly sized PFD is in need of repair, Participant will immediately stop using the Equipment,**

return the Equipment and notify the Local Affiliated Organization and/or System Services.

- **Participant agrees to carefully inspect the Equipment prior to using the Equipment. Inspection includes but is not limited to ensuring kayaks do not have water in their hull or are in need of being drained by the drain plug. Also, Participant agrees to look for any punctures or damage that might cause the equipment to take on water.** Participant agrees, prior to operating the Equipment, to notify **the Local Affiliated Organization and/or System Services**. If there appear to be any issues with the Equipment and if Participant uses any Equipment that Participant later determine is not operating properly, Participant will immediately stop using the Equipment, return the Equipment and notify **the Local Affiliated Organization and/or System Services**.
- If a leash is provided, Participant is required to secure the leash around their ankle.
- Participant asserts, represents and certifies that he/she is experienced and familiar with the safe and competent operation of the Equipment, and further, that he/she are physically and mentally fit to use the Equipment. Participant is solely responsible for any injury or damages resulting from improper or unsafe operation of the Equipment. If Participant has any existing physical or mental condition that would prohibit, he/she from safely operating the Equipment, he/she is prohibited from using the Equipment.
- **Participant agrees that he/she will not operate or use the Equipment in any manner during adverse weather conditions, including but not limited to: tornados, hurricanes, fog, heavy rains, offshore breeze, when wind is blowing away from the shore, high winds, cold water, or lightning storms.**
- Participant expressly agrees that he/she shall not attempt to operate the Equipment if they are under the influence of drugs or alcohol and/or impaired by alcohol or drugs (including prescription drugs).
- Participant is required to comply with all applicable local, state, county, local, and property rules, regulations, codes and laws that relate to the safe operation of the Equipment as well as the posted Equipment Safety Rules and Regulations and rules listed for each location which are posted on the website.

- Equipment is and shall remain the exclusive property of XXX at all times. Participant shall not remove or modify any logos, trademarks, accessories, parts or components of the Equipment as it is a criminal act to do so.
 - Participant is prohibited from allowing any third party to use the Equipment in any capacity whatsoever.
 - Participant must contact **the Local Affiliated Organization and/or System Services** and local Police immediately in the event of theft of the Equipment or an accident that occurred during Participant's use of Equipment resulting in bodily injury.
 - Participant shall be liable and responsible for any costs, claims, judgments, demands, damages, injuries, expenses, penalties, expenditures of any nature, causes of action, losses, attorney's fees and court costs of any kind relating to a stolen, lost or damaged Equipment. If Participant leaves Equipment unlocked or unattended and it is stolen, Participant is expressly responsible for its replacement cost.
 - Participant agrees to return the Equipment to **the Local Affiliated Organization and/or System Services** in the same condition as when received. Participant is liable for any and all damages. Should Participant cause damage to the property of another party while operating or in possession of the Equipment, Participant is solely liable for such damage.
 - If Participant does not return the Equipment to the locker before the expiration of the pre-paid rental period, System Services reserves the right to charge additional rental fees equal to two (X) times the standard hourly rental fee for each additional hour
3. **Risks of Activity.** Participant acknowledges and understands that the description of the risks listed IS not complete and that participating in the Activity may be dangerous and may include other risks. Participant agrees and understands that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. Participant acknowledges that the Activity is inherently dangerous and fully realizes the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, changing weather conditions, lightning, changing tides, undertows, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, carrying boards and other equipment, entrapment of feet or other body parts under rocks or other objects or with equipment, equipment failure, dehydration, sunburn,

not being familiar with the waterway and forecasted water and weather conditions, high surf, high wind, offshore breeze, when wind is blowing out to sea, rapids, other watercraft, docks, pilings or any other obstacles, wildlife, marine life, and mental distress from exposure to any one of the above.

4. **Release, Indemnification, and Assumption of Risk.** In consideration of Participant being permitted to participate in the Activity, Participant agrees as follows:

- Release. Participant hereby irrevocably and unconditionally releases, forever discharge, and agrees not to sue or bring any other legal action against the Released Parties with respect to any and all claims and causes of action of any nature whether currently known or unknown, which Participant has or which could be asserted on behalf of them in connection with Participant's participation in the Activity, including, but not limited to claims of negligence, product defect, breach of warranty, and/or breach of contract.
- Indemnification. Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees, attorneys fees, and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Assumption of Risk. RECOGNIZING THE RISKS AND DANGERS, PARTICIPANT UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. **Miscellaneous.** Participant agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances. (b) This Agreement shall be governed by and construed in accordance with the laws of the State of **XXX** without regard to the conflict of laws provisions of any state or jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. The seat or place of arbitration shall be **XXX**. (c) This Agreement constitutes the entire agreement between the parties hereto and

supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof. (d) This Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. These terms and conditions shall be binding upon the assignees, heirs, next of kin, executors and personal representatives of You.

PARTICIPANT HAS CAREFULLY READ THE FOREGOING TERMS AND CONDITIONS AND UNDERSTAND ITS CONTENTS.