

SUP Express Rental Agreement

Agreement is between SUP Express, here in called LESSOR and the undersigned, herein called RENTER

I represent and agree as follows:

1. Renter assumes full responsibility for the equipment listed on this Rental Agreement and the associated accessories.
2. Renter agrees to obey all state and local boating regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the watercraft. In the event of a citation for violation of these rules, the Renter shall be solely responsible. Renter agrees to notify Lessor of any incidents or injuries occurring while renting watercraft.
3. Renter represents that he or she is capable of operating the equipment and finds it in good working order, condition, and repair.
4. Renter shall bear all risk of damage or loss of the equipment, or any portion thereof, including but not limited to damage and theft, and shall pay Lessor the cost of repair or replacement.
5. Renter understands that he or she is liable for all dirty, damaged, lost, or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by SUP Express.
6. Renter understands that he or she is responsible for returning the listed Equipment by the designated date and time as shown on the Rental Agreement, and that a late fee will be charged for each day that an item is past due.
7. Renter agrees that it is his or her responsibility to ensure proper transportation of the equipment on his or her vehicle and that watercraft must be transported using proper restraint devices.
8. Renter acknowledges that improper loading and attachment of the equipment may result in damage to his or her vehicle, other vehicles, and the equipment.
9. Renter releases SUP Express from all liability for any assistance provided in loading or securing equipment.
10. Renter releases SUP Express from all liability for any damage that may occur to Renter's vehicle while loading, unloading, or transporting the Equipment.
11. **RECOGNITION OF RISK:** Renter expressly acknowledges that stand up paddling is an activity with inherent risks of injury to persons and property. Renter is aware of those risks and understands them. Renter acknowledges that United States Coast Guard regulations stipulate that all paddlers are required to have a US Coast Guard approved Personal Floatation Device (PFD) and that SUP Express requires all Renters to wear a US Coast Guard approved PFD at all times while on the water. Renter understands that use of a Personal Floatation Device does not remove all risks of injury, nor does it make stand up paddling a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that the renter decides to take to minimize the risks of the activity. No party related to the Lessor, including owners and employees, and its agents, has made any representation regarding the safety of, or the risks of the activity. Renter expressly assumes the risks of the activity. Renter understands the dangers of boating on tidal or fresh water, and I understand that weather can play a factor in boating safety and that such activities are subject to the unpredictable forces of nature.
12. **RELEASE OF LIABILITY:** Renter hereby releases Lessor, its agents, contractors, employees, owners and SUP Express from liability for negligence and holds harmless the Lessor, its agents, contractors, employees, owners, and SUP Express, from any loss, expense, or cost, including attorney fees, arising out of damages or injuries, whether to persons or property, including those not listed on this agreement, occurring as a result of the rental or use of said boat and Equipment.
13. This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified, including any provision against oral modification, except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said Equipment. The laws of the State of Florida shall govern this agreement.
14. I have read this agreement and understand it, and I sign it of my own freewill. I am aware that this includes a release of liability and is binding on me, heirs, executors, administrators and assigns, or any person claiming by or through me. References to "I" shall include family members and guests.

Renter Name _____ Phone _____

Address _____ DOB _____

Participant Signature _____ Date _____

Participant Signature _____ Date _____

Participant Signature _____ Date _____

Participant Signature _____ Date _____

LATE RENTALS WILL BE SUBJECT TO AN ADDITIONAL DAY CHARGE FOR EACH DAY LATE.

DROP OFF/PICK UP LOCATION _____

DATE / TIME _____ DUE DATE / TIME _____ ORDER _____

Card on File Yes No

TOTAL _____