

RENTAL AGREEMENT, WAIVER AND RELEASE OF ALL CLAIMS

I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OVER THE AGE OF 18.

This Rental Agreement, Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Windsurfing Hilton Head, DBA Outside Hilton Head Inc. *(For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Windsurfing Hilton Head DBA Outside Hilton Head). The undersigned agrees that he/she is also signing this Release on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Rental Company.**

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

III. RELEASE OF LIABILITY—CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCURRED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCURRED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN.

IV. COVENANT NOT TO SUE

AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES.

VI. LIABILITY TO THIRD PARTIES

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.

INITIALS: (1)_____ (2)_____ (3)_____ (4)_____ (5)_____ (6)_____ (7)_____
(8)_____ (9)_____ (10)_____ (11)_____ (12)_____ (13)_____ (14)_____

****Initials certify that I have read and agree to all of the above terms, conditions and release of liability.**

VII. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company

This Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable by any party.

This Agreement shall be governed by and construed under the laws of the State of South Carolina. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Agreement I have fully informed myself of the terms, conditions and effect of this Agreement, and that have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, Waiver and Release of All Claims including the provisions regarding Assumption of Risk, Release of Liability, Disclaimer of Express and Implied Warranties and the Covenant Not to Sue, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment. I enter into this agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENTS AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY

Signature below indicates that you have read this entire document and agree to its terms and conditions.

<u>Print Names:</u>	<u>Under 18?</u> (Give Age)	<u>Signature or Guardian's Signature</u>	<u>Date</u>
Renter:			
1. _____	_____	_____	_____

Operators/Passengers:

2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____