

Liability and Waivers

RENTER'S/LESSEE'S ASSUMPTION OF RISK, RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read carefully before signing. By affirmatively checking, signing, or electronically signing, you have read, understood and agreed to the terms of this Agreement. You are bound by the same. Renter/Lessee, in consideration of the services of Redfish Rentals and Beach Services LLC on behalf of myself, my agents, employees, and other persons or entities acting in any capacity on my behalf, my children, my parents, my heirs, my assigns and my personal representatives in estate agree as follows:

I understand that participating in activities or using equipment that involve beach equipment, or beach accessories can be a hazardous activity and it has known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage on injury to myself, to property, or to third persons or parties. I understand that such risks cannot be eliminated by Redfish Rentals and Beach Services LLC without jeopardizing the essential qualities of this activity. I hereby agree to freely and expressly assume and accept any and all risks and all injury to the user of this equipment.

I hereby agree and knowingly, intelligently and voluntarily agree to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in same despite the risks.

Further, I hereby agree to defend, protect, indemnify and hold harmless Redfish Rentals and Beach Services LLC from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, in any way connected with, or resulting from my participation in this activity or my use of the rented/leased equipment, including without limitation the possession, use, operation, or return of the equipment, any such claims which allege negligent acts or omissions on the part of Redfish Rentals and Beach Services LLC.

I further hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or otherwise I agree to bear the costs of such injury or damage myself. I understand and hereby agree that any insurance coverage I maintain, whether liability, casualty, personal or health shall constitute the primary coverage in the event of any loss, injury, death, or damage to persons or property while using or operating Redfish Rentals and Beach Services LLC equipment. I further hereby certify that I have no medical or physical conditions which would interfere in my safety in this activity, or else I am willing to assume all such liability, damages or costs that may be created, directly or indirectly hereon by such condition or conditions.

I understand that the equipment, at all times, remains the exclusive property of Redfish Rentals and Beach Services LLC. It is my understanding that I am responsible for damage to or loss of the equipment. If any of the equipment is lost, destroyed or damaged beyond repair in the judgment of Redfish Rentals and Beach Services LLC, I hereby agree to pay Redfish Rentals and Beach Services the value of the said leased equipment. All repairs needed as a result of the use of the equipment will be performed at the normal rate. Rates and costs of such repairs, including all parts, shall be paid at the time of the return of the equipment.

Should Redfish Rentals and Beach Services LLC or anyone acting on their behalf, be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

LESSEE/RENTER HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES THE RIGHT LESSEE/RENTER, OR ITS AGENTS, ASSIGNS OR FAMILY MEMBERS, MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT AND I HEREBY ACCEPT THE SAME.

I HERBY AGREE THAT ANY AND ALL CLAIMS OR ISSUES ARISING OUT OF, UNDER OR CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. I FURTHER AGREE THAT WALTON COUNTY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL ISSUES OR ITEMS ARISING OUT OF OR UNDER OR IN CONNECTION WITH THIS AGREEMENT.

LESSEE/RENTER HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISK, RESPONSIBILITY AND LIABILITY FOR: (a) OPERATION AND POSSESSION OF THE RENTAL PROPERTY; (b) ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY, DUE TO LESSEE/RENTER'S OPERATION OR POSSESSION OF THE RENTAL PROPERTY; and (c) ANY NEGLIGENCE OF REDFISH RENTALS AND BEACH SERVICES LLC, ITS AGENTS, EMPLOYEES, OFFICERS, PARTNERS, PARENT COMPANY, SUCCESSORS AND/OR ASSIGNS.

I, THE LESSEE/RENTER, BY AFFIRMATIVELY CLICKING AND/OR ELECTRONIC SIGNATURE BELOW OR SIGNING THE ORIGINAL AGREEMENT THE TERMS AND CONDITIONS BOX CONTAINED ON THIS WEBSITE, HEREBY REPRESENT, WARRANT AND AFFIRM THAT: (a) I AM MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT; (b) I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ALL TERMS, CONDITIONS AND PROVISIONS HEREIN; (c) I UNDERSTAND THAT I AM LEGALLY BOUND BY THIS AGREEMENT; and (d) I AM ASSUMING ALL LIABILITY FOR POSSESSION AND OPERATION OF THE RENTAL PROPERTY AND I ASSUME ALL SUCH RISK AND LIABILITY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY.

LESSEE/RENTER'S PARTICIPATION IN RENTAL TERMS

Lessee/Renter agrees to be bound by all the following provisions relating to the use of Redfish Rentals and Beach Services LLC equipment.

Authorized uses/prohibition on passengers.

A. No other person may drive or otherwise operate equipment except the Lessee/Renter.

Return of equipment.

A. Lessee/Renter agrees to return the equipment to Redfish Rentals and Beach Services LLC in the same condition as received, except for ordinary wear and tear on the due date and time at the location specified by Redfish Rentals and Beach Services LLC, at time of rental. Lessee/Renter agrees to return the equipment sooner if so demanded by Redfish Rentals and Beach Services LLC. Lessee/Renter understands that there may be rate of special charges if Lessee/Renter return the equipment at a different time, date or location than indicated in this Agreement.

Repossessing the equipment.

A. Redfish Rentals and Beach Services LLC may repossess the equipment at anytime if: (1) the equipment is used in violation of law; (2) it appears the equipment is abandoned; (3) the equipment is used in violation of any term or condition in this Agreement; (4) Lessee/Renter made a misrepresentation to Redfish Rentals and Beach Services LLC; or (5) Lessee/Renter fails to return the equipment when due. Redfish Rentals and Beach Services LLC is not required to notify Lessee/Renter in advance of repossession.

Prohibited use of the equipment.

A. Use of the equipment is restricted to the county in which Redfish Rentals and Beach Services LLC delivers the equipment. The use of rented/leased equipment is limited to use by the Lessee/Renter and/or members of the Lessee/Renter's household. Lessee/Renter will not operate equipment except within this bounded area and will not remove equipment from this area. Lessee/Renter will not use or permit the equipment to be used for hire, to be operated in a test, race or contest, or to be driven on any unpaved road, in dirt, through water, or off a designated trail, or in public parks if specifically prohibited, or in any location that operation would be illegal or a nuisance to others. Lessee/Renter will not use or permit the equipment to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Lessee/Renter liable to Redfish Rentals and Beach Services LLC for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses association with a violation of this paragraph.

Damage to equipment.

A. Lessee/Renter shall pay Redfish Rentals and Beach Services LLC for all losses and/or damages to the equipment, regardless of fault (e.g. Lessee/Renter agrees to pay for the loss even though someone else caused the damage or is at fault). Lessee/Renter is also responsible for all theft or vandalism losses, even if Lessee/Renter is not at fault for making the theft or vandalism possible. If the equipment is damaged, Lessee/Renter agrees to pay the reasonable costs of repair and diminution in value, if any. If the equipment is damaged beyond reasonable repair (as determined by Redfish Rentals and Beach Services LLC), Lessee/Renter shall be responsible for the retail fair market value less any salvage value if applicable. In addition to the above, Lessee/Renter shall be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Redfish Rentals and Beach Services LLC or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, Lessee/Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours Lessee/Renter delays in paying the total loss. Lessee/Renter is also responsible for any loss if Lessee/Renter: (1) abuses the equipment or violates any prohibited use or operation as specified in this Agreement; (2) drives and/or uses equipment recklessly; (3) drives and/or uses equipment while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and/or proper authority and Redfish Rentals and Beach Services LLC; (5) fails to complete an accident report; (6) obtains the equipment through fraud or misrepresentation; or (7) uses the equipment for an illegal purpose. Lessee/Renter hereby authorizes Redfish Rentals and Beach Services LLC to collect from a responsible third party any applicable loss and/or damage. In the event Redfish Rentals and Beach Services LLC obtains a recovery from a third party after Lessee/Renter has paid Redfish Rentals and Beach Services LLC for all or part of any loss, Redfish Rentals and Beach Services LLC will refund to Lessee/Renter any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorney's fees.

Accidents.

A. Lessee/Renter hereby understands and agrees that any applicable insurance coverage I maintain, whether liability, personal or health, shall be deemed the primary coverage in the event of any loss, injury, death or damage to person or property while I use or operate Redfish Rentals and Beach Services LLC equipment.

Third Party Claims.

A. Redfish Rentals and Beach Services LLC is not responsible if Lessee/Renter causes injury to another person or if Lessee/Renter damages another piece of equipment, vehicle or personal property of another. Lessee/Renter agrees to protect, defend, indemnify and hold harmless Redfish Rentals and Beach Services LLC and pay any claim, including attorney's fees, brought by a third party arising out of Lessee/Renter's use of the equipment and for any liability associated with any personal accident/injury as a result of Lessee/Renter's use of the equipment.

Lessee/Renter Assumes Risk of Injury

A. Lessee/Renter knowingly, intelligently and voluntarily assumes all risks, including but not limited to death or serious bodily injury, which may result from the operation of the equipment. Lessee/Renter acknowledges all the risks of operating equipment on streets, roads, bike paths, bike lanes, and in traffic, or on the beach, in the surf in the bay or in the Gulf of Mexico including but not limited to the risks of serious bodily injury or death from falling off the equipment, colliding with other equipment, motorcycles, motor vehicles or other objects, hitting potholes or suffer sudden loss or control due to unseen objects, and hazards relating to weather conditions; or colliding with swimmers, pedestrians or other persons. Despite knowing all associates risk, Lessee/Renter freely assumes all risks of personal injury and/or damage in the operation of this equipment.

Lessee/Renter agrees to hold Redfish Rentals and Beach Services harmless from all claims or injury or damage.

B. Lessee/Renter acknowledges and agrees that Redfish Rentals and Beach Services LLC maintains no control over the operation of the rented/leased equipment while in the operation of the rented/leased equipment while in the possession of Lessee/Renter. Redfish Rentals and Beach Services LLC assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience or other claim which may be either by reason of:

Any wrongful, negligent or accident acts or omission on the part of the Lessee/Renter;

Any defect in or failure of any rented/leased item, equipment or instrumentality, owned, rented, operated or otherwise used by Redfish Rentals and Beach Services LLC;

Any wrongful or negligent acts or omissions on the part of any other party.

Disclaimer of Warranties Applicable to all Rental Equipment.

Lessee/Renter further acknowledges and agrees:

Each item of rented equipment is of a type, design, quality and manufacture selected by Lessee/Renter's acceptable to Lessee/Renter, and suitable for Lessee/Renter's purposes;

Redfish Rentals and Beach Services LLC is not the manufacturer or supplier of the rental/leased equipment;

Redfish Rentals and Beach Services LLC is not required to enforce any manufacturer's warranties on behalf of itself for the Lessee/Renter; and,

All items are rented "as-is" without any warranty, either express or implied, and Redfish Rentals and Beach Services LLC expressly disclaims any warranty, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose.

Lessee/Renter agrees to pay upon demand:

A. All rates, charges, (including those applicable to miscellaneous services and equipment) plus applicable taxes, fees, and surcharges (if applicable) which may apply to the equipment rental.

B. Charges for loss and/or damage to the equipment in accordance with paragraph ____ above.

Lessee/Renter understands that all charges are not final and are subject to audit. Lessee/Renter specifically agrees and authorizes Redfish Rentals and Beach Services LLC to make any charges by the method of payment used by Lessee/Renter at time of reservation and/or rental, including Lessee/Renter's credit card if that form of payment is utilized.

General Provisions.

A. Lessee/Renter represents that the information contained in this Rental Agreement is true, accurate, and complete. In the event that any information is not true, accurate or complete in any respect, Lessee/Renter agrees that Redfish Rentals and Beach Services LLC has the right to terminate this Agreement with or without notice.

B. Lessee/Renter agrees that Lessee/Renter will be responsible for any unauthorized repairs or modifications to the equipment. Lessee/Renter understands that Redfish Rentals and Beach Services LLC will not reimburse Lessee/Renter's for any authorized repairs without receipt(s).

C. Lessee/Renter understands that in no event shall Lessee/Renter be deemed to be an agent, servant, or employee of Redfish Rentals and Beach Services LLC in any manner for any purpose whatsoever. Lessee/Renter agrees that Redfish Rentals and Beach Services LLC does not waive any rights under this agreement except in writing signed by an authorized Redfish Rentals and Beach Services LLC officer.