

Watersports Rental Equipment Use Agreement

Good on you for making the effort to get out on the water.

This is a Boat, Board, and Equipment (Kayak/SUP/Surf) Rental Use Agreement ("Agreement") between Air Brothers LLC dba BUOY WATER CLUB ("BWC") and the undersigned, on his or her behalf and/or on behalf of any represented minor (collectively, "USER"). This Agreement includes a Waiver and Release of Liability, whereby USER agrees to release, discharge, hold harmless, defend and indemnify BWC and its employees, contractors, subcontractors and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or any other claim which may arise out of USER's use, transport, or operation of Boats, Boards, or Equipment rented hereunder (collectively, the "Equipment"), or USER's participation in water sports activities utilizing the said Equipment.

1. By signing this document, and in consideration of BWC providing the Equipment hereunder, USER acknowledges that he/she is an adult at least 18 years of age. User further represents that he or she, and any represented minor, is a competent swimmer, and has no known medical or physical conditions which could interfere with their safe participation in the contemplated watersport activity. USER agrees to keep any Equipment rented hereunder in his/her possession, custody, or control at all times and not allow any third party usage thereof.

2. USER shall obey all applicable state, federal, and local regulations, laws, ordinances, and lawful directives from appropriate emergency or law enforcement personnel, while possessing and/or using the Equipment rented hereunder. USER is solely responsible for any citation or other violation occurring during the use of, or as the result of using, Equipment from BWC.

3. USER represents that he/she is capable of safely operating and handling the Equipment, and prior to any use has determined that the Equipment is in good working order, condition, and repair, and will safely perform the intended usage. USER acknowledges that the Equipment is not designed to serve all skill levels in a particular sport, and that he/she is responsible for transporting all Equipment to and from the launch area and thereafter timely returning same. Upon return, USER agrees to rerack the Equipment (removing any trash) and properly store the Equipment in the manner it was provided. BWC has made no representations or recommendations concerning USER's proposed trip or float plan, although the use thereof, where appropriate, is highly recommended. USER further agrees to use due care to not injure or disturb wildlife while using Equipment provided by BWC and to use all Equipment for its designed purpose only.

4. USER shall bear all risk and responsibility of and for any and all damage, loss or theft of the Equipment, or any component thereof, and shall pay BWC the full cost of repair or replacement, as applicable. Charges for labor, and cleaning will be added to the rental fee in the event that the Equipment is damaged or requires extraordinary cleaning.

5. **RECOGNITION OF RISK:** USER expressly acknowledges that activities associated with the use of the Equipment, and/or recreational activities on water, involves inherent risks of injury to persons and property. USER acknowledges that the Equipment may have been used by others before USER's use of such Equipment, including that the Equipment can become damaged through vandalism, improper usage, or other causes. Although BWC endeavors to keep the Equipment in good repair, USER is responsible for determining that the Equipment is in good condition at all times during the rental period and to reject or discontinue any use if such good condition does not exist or ceases to exist. USER understands and agrees that use of the Equipment in any manner, including transport, may result in injury or illness including, but not limited to: **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, MENTAL OR PHYSICAL ANGUISH, ACCIDENTAL DROWNING, OR DEATH.** Such risks and dangers may be caused or contributed to by the negligence of others, including other watercraft, or may arise from weather or sea conditions, either at the time of use or as may deteriorate rapidly during use, physical exhaustion, hypothermia, delayed medical responses, underwater obstructions such as hidden rocks or other structures, difficult terrain, entanglement with the Equipment, dangerous currents, aquatic life, or from any other additional foreseeable or unforeseeable causes. No party related to BWC, including employees,

contractors, subcontractors and agents, has made any representations regarding the safety of, or the risks of, such activities. USER EXPRESSLY ASSUMES ALL RISKS ARISING FROM THE USE OF THE EQUIPMENT HEREUNDER.

6. USER acknowledges that Personal Safety Equipment (e.g. Personal Floatation Devices/Life Jackets) are made available and that all USERS are required to wear a U.S. Coast Guard-approved Type III PFD designed for their age and weight, which must fit properly, at all times while using the Equipment. USER understands that use of such Personal Safety Equipment does not remove all risks of injury.

7. RELEASE OF LIABILITY: USER hereby releases BWC, its employees, contractors, subcontractors and agents from liability for negligence, including that of BWC, and agrees to defend, indemnify, and hold harmless BWC, its employees, contractors, subcontractors and agents from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether incurred by USER, a represented minor, or third parties, occurring as a result of the use or transport of said Equipment.

8. Any controversy or claim arising out of or relating to this Agreement, the interpretation hereof, or the use of watersport equipment hereunder, shall be settled by binding arbitration administered by JAMS, or a successor organization, in accordance with its rules then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in the Superior Court of the County of Santa Barbara, State of California, as having jurisdiction thereof. The laws of the State of California shall govern the interpretation of the terms and conditions hereof and any dispute arising hereunder.

9. This Agreement constitutes the entire agreement between BWC and USER with regard to the rental and use of the Equipment and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by BWC to USER, except as contained herein, and BWC shall not be liable for any loss or injury to USER, nor to anyone else, of any kind or however caused.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

USER certifies that he/she has read and understands the above and acknowledges and agrees to the terms and conditions as stated.