

High Tide Rentals – Electric Bike and Watersports Equipment Rental Agreement, Release, and Waiver of Liability.

High Tide Rentals owns a number of Electric Bikes, Kayaks and Stand Up Paddleboards and pertaining equipment (“Equipment” or “Activity”). High Tide Rentals wants to make this equipment available for use by *Customer(s) name below* (Customer) for renting and to ensure that the product is used properly and responsibly. This agreement defines Customer’s obligations made in exchange for use of the rented bike or equipment.

In consideration of the services of High Tide Rentals, L.L.C., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “RENTAL BUSINESS”), I hereby agree to release, indemnify, and discharge RENTAL BUSINESS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

The customer agrees to use rental equipment safely and properly, with consideration of all other users. Customer agrees to read, know, and abide by state local laws and regulations, including those set forth by RENTAL BUSINESS. Customer agrees to keep bike and/or equipment in clean and in excellent working condition. If a customer breaks any part of the bike or equipment, they will notify High Tide Rentals immediately to have the part replaced or fixed. Customer is responsible for all damage or loss of the bike or equipment, including the cost of repair, or the actual cash retail value of the bike/equipment on the date of the loss if the bike/equipment is not repairable or if High Tide Rentals elect not to repair it, whether or not the Customer is at fault. The Customer is responsible for theft of the bike/equipment, Loss of Use, Diminish Value and a reasonable charge to cover High Tide Rentals administrative expenses connected with any damage claim. The Customer must report accidents and incidents of the theft or vandalism to local the Police Department and High Tide Rentals as soon as the Customer discovers them.

1. Prohibited Uses. I understand that the following uses of the Equipment are prohibited and constitute breach of this agreement. The Equipment shall not be used by anyone other than the Customer. All riders of E-bikes and Scooters must be 16 years old and up to ride the electric Vehicle. All rentals (e-bikes, kayaks, or SUPs) are for those 18 and older to ride alone. All minors must be with a parent or legal guardian at all times. Riding E-bikes on the beach strand is strictly prohibited.
2. I acknowledge that my participation in Activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I agree and promise to accept and assume all of the risks existing in the Activity. My participation in the Activity is purely voluntary and I elect to participate in spite of the risks. Risks include, among other things: slips and falls, travel in remote areas; collision with objects, the negligence of other participants or persons who may be present; rapidly changing adverse weather and water conditions; exhaustion, exposure to the elements of the outdoors and natural surroundings; exposure to potentially dangerous wild animals, insects, hazardous plant life; passengers can fall from Vehicles; equipment failure;

accidents involving other vehicles; collision with fixed or movable objects; collisions, and flipping over; drowning; accidents or illness can occur in remote places without medical facilities, my own physical condition, and the physical exertion associated with this Activity. Fatigue, chill and/or dizziness may diminish my reaction time and increase the risk of an accident.

3. Renter agrees to return the Equipment in the same conditions as received, except for ordinary wear and tear (which does not include flat tires). Renter agrees to return the Equipment sooner if so demanded by High Tide Rentals. Renter understands that there may be rate or special charge if Renter returns the Vehicle at a different time, date, or location than indicated in this Agreement.
4. I accept the Equipment for use as is and accept full responsibility for the care of the Equipment while it is in my possession. I have a helmet/life jacket, or one has been provided to me and I will wear a helmet/life jacket every time I ride the Equipment. I understand that wearing a helmet/life jacket may decrease the risk of injury or death. I am physically and mentally able to ride the Equipment and I am familiar with the physical and mental requirements and risks involved.
5. Rental Charges: From the time identified on this agreement until the Equipment is returned, Renter agrees to pay the rates as indicated at the time of this Agreement. Renter shall pay the applicable North Carolina sales, use, rental, and excise taxes. In the event of damaging our Equipment, High Tide Rentals has the right to terminate the rental without refund and charge participant a fair price for repairs or replacement of Equipment. Renter shall pay a reasonable fee for cleaning the Equipment if the Equipment is not returned in the same condition when rented. High Tide Rentals has the right to press charges for larceny in the event Renter does not return equipment. We charge a late fee of \$100/day per day on late returns. If applicable the following fees may be charged to the credit card number on file for unreturned items: Key replacement \$75; Paddle replacement \$75/each; Lifejacket replacement \$25/each; Kayak and paddleboard replacement fees vary.
6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless High Tide Rentals from any and all claims, demands, or causes of action, which are in any way connected with my participation in Activity or my use of High Tide Rentals' equipment or facilities, including any such claims which allege negligent acts or missions of High Tide Rentals. Should High Tide Rentals or any one acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This release applies to the Renter, those minors, as well as renter's assignees, heirs, personal representatives, or others claiming to act for on Renter's behalf. Renter further agrees not to make a claim or sue for injuries or damages relating to the use of the Equipment or Renter's participation in any Activity under any theory. This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
7. Fines and Expenses: renter is responsible for paying all fines, tickets, fees, assessments, court costs, and recovery expenses for any parking, traffic, or other violations including storage liens and charges, incurred or imposed during the rental of the Equipment and hereby indemnifies and holds harmless the Released Parties from any and all Claims in connections therewith.

8. Drug and Alcohol Use is STRICTLY PROHIBITED. High Tide Rentals prohibits the use of drugs and alcohol while using our Equipment. Renters and Lessees must agree to refrain from drinking and drug use prior to, or while using our Equipment.