

Renter Name: _____

TrailWalker Gear Outfitters Rental Application Policies, Terms & Conditions and Liability Waiver

***Please Note: Equipment availability, prices, and rental policies subject to change without notice.

Rental Agreement made between TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters herein called Lessor and the undersigned herein call Renter. **READ THIS ENTIRE DOCUMENT BEFORE SIGNING: IT AFFECTS YOUR LEGAL RIGHTS**

General Policies

Initial: _____

- You must be 18yrs or older to rent
- Photo ID and/or Current Driver's License is required at the time of rental pick-up
- Individuals named on the contract are required to submit credit card information and a deposit at the time of the reservation and/or rental.
- Payment is due in full for all rentals at the time of reservation.
- TrailWalker Gear LLC DBA TrailWalker Gear Outfitters reserves the right to refuse to any individual(s).

Cancellation Policy

Initial: _____

- Cancellations implemented 24 hours or more prior to the rental pick-up date/time will receive a FULL refund.
- Cancellations implemented less than 24 hours of scheduled pick-up date/time will NOT receive a refund.
- There are no refunds or discounts issued for illness, weather, early returns or non-usage.
- Individual named on the contract must be present at the time of pick-up or item(s) will not be released.
- Cancellation fee: Full Day Rental Price

Check-out Procedures

Initial: _____

Prior to loading and departing from TrailWalker Gear Outfitters, you are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to a staff member's attention. Make sure any discrepancies are noted on the rental agreement. Failure to note any discrepancies may result in a fee for damaged or missing equipment. Staff members are available to assist with inspection and/or instructions on how to properly use the equipment.

Please allow 30-45 minutes to inspect and check out all rentals. If you need to schedule an earlier pick-up please let us know at least 24 hours prior to rental day to schedule earlier pick-up. Earlier pick-up times are not always available.

Check-in Procedures

Initial: _____

Equipment must be returned within 30 minutes to your scheduled returned time and date listed on your contract. Returns later than 1-hour of the listed time will result in an automatic late fee charged to the credit card on file. Equipment must be returned in the same condition they left. A cleaning fee of \$25 will be charged (to the credit card on file) for any rental(s) that is dirty, damaged, or missing, up to and including the cost to replace such equipment at the current equipment costs, regardless of the age of the equipment.

Any equipment left unattended (during closed hours) at TrailWalker Gear Outfitters will be charged a \$50 fee regardless of the reason unless prior arrangements have been made before hand with a staff member. Should any or all equipment be lost or stolen while left unattended, the Renter will be responsible for all replacement costs at full retail prices.

Equipment Damage: Rental Fees do not cover any portion of damages to equipment. Any damaged equipment interfering with the rental or reservation of another will be charged the entire cost of the other rental in addition to all equipment repair and/or replacement costs.

Late Fees

Initial: _____

A late fee of \$50 will be charged per rental for items that are not returned within 30 minutes of scheduled returned time and date listed on your contract. This is STRICTLY enforced as it may jeopardize another person's trip. Any late equipment may result in the Renter being charged the entire cost of the affected Renter's total rental reservation.

Terms & Conditions

Initial: _____

- Renter(s) shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the vessel(s). In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify lessor of any incidents or injuries

occurring while renting item(s). Any search & Rescue (SAR) operations or extractions are at the sole expense of the customer. Any damage or loss of Equipment due to a SAR extraction is the sole responsibility of the Renter.

- Renter is responsible for being aware of tides, currents, winds, boat traffic, and weather predictions.
- Renter represents that he or she is capable of operating the equipment and finds it in good working order, condition and repair. If the Renter does not find the Equipment in good working order, condition and repair, the Renter must notify Lessor immediately, and desist from using the Equipment on the water.
- Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.
- RECOGNITION OF RISK: Renter expressly acknowledges that kayaking/canoeing/sup is an activity with inherent risks of injury to persons and property, including risk of death and economic loss; Renter is aware of those risks and understands them. Renter acknowledges that life jackets (PFD) are made available for use while operating vessel(s), and that all Renters are required to wear life jackets while operating a rented vessel. Renter understands that use of a life jacket does not remove all risks of injury or death or economic loss; nor does it make a safe activity. Renter alone has or shall determine the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. Renter expressly assumes the risks of the activity.
- Renter acknowledges that life jacket/PFD will be securely fitted and worn whenever Renter is on the water. Renter understands that sunscreen may damage the PFD and the Renter is required to wear a shirt underneath the PFD.
- Renter acknowledges that Lessor has their approval to charge credit card on file for damages, loss, and fines resulting from their use of the Equipment. Renter agrees to comply with all Terms and Conditions and to pay any applicable fees, as already stated.
- Renters must refrain from drug or alcohol use prior to or during use of rented Equipment.
- Renters must be 18 years of age or older to rent Equipment.
- Renter acknowledges that they are not permitted to sub-lease any Equipment or Gear to another person or entity. Signatories of the Rental Policies, Terms & Conditions, and Liability release are authorized to use Equipment. Renter is responsible for all damages caused by other individuals. The Renter's rights under this agreement are non-transferable.
- Renters may not use Equipment or Gear for any use not intended by the manufacturers. In addition, Renters may not use the Equipment for: any illegal purpose or in an illegal manner; in reckless, abusive, or negligent manner (including dragging or paddling up onto a beach); or in low-visibility conditions.

Rental Liability Waiver

Initial: _____ I hereby agree that by renting this Kayak and/or additional gear or equipment from TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from TrailWalker Gear LLC. By Signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for injury to myself, my property, or my death, however caused, arising out of my use of any equipment or programs of TrailWalker Gear LLC. I understand that there are inherent risks associated with water sports. I acknowledge that I have the necessary skills to use the rented equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated with jeopardizing the essential qualities of the activity.

Initial: _____ I understand that equipment and safety devices are provided for my use (such as flotations devices, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. It is my responsibility to inspect all equipment prior to departure and/or use. I, the undersigned user or guardian of use

HERBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitter its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever including , but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. I agree to hold harmless and/or indemnify and defend TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters and their officers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to – or for the death of – any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.

Initial: _____ I also agree that if I damage, loose, or misplace any item I rent from TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters that I will pay for these losses or damages according to prices listed later on this form. I agree that if TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters for these costs as well as the cost of the damaged or lost items. Bent paddles and damaged kayaks will be charged for replacement. If I do not return the product within 1 working days of the due date, I authorize TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters to charge the full retail purchase price of the products (attached) to my credit card, minus the deposit. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters to charge the cost of the replacement or repair to my credit card, minus deposit.

Initial: _____ It is solely the discretion of TrailWalker Gear LLC d/b/a TrailWalker Gear Outfitters to determine if damaged equipment will be repaired or replaced at the renter's expense.

Initial: _____ I (renters) am responsible for securing, safely and properly loading and unloading kayaks, life jackets and other equipment before driving. I understand that loading a kayak onto my vehicle has the potential to cause damage to person or non-rental equipment property that may occur due to loading, unloading or transport of this rental equipment.

***By signing below, I attest that I have read, understood and agreed to these Rental Policies, Terms & Conditions and Liability Waiver. My signature further indicates that all information provided on the rental sheet is true and correct.**

Printed Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Driver's License # and State of Issuance (REQUIRED) _____ Date of Birth: _____

How did you hear about us: _____

Would you like Specials, Deals, and other Promotional materials from TrailWalker Gear Outfitters emailed to you periodically (Your Email WILL NOT Be Shared) Yes: _____ No: _____

Date & Time Checked Out: _____ Date & Time Due Back: _____

Signature: _____

Date: _____

Credit Card information for file:

Name (as shown on CC) : _____

Card # _____

Exp date: _____ CVV Code: _____

Billing Address: _____

Estimated Replacement Costs and Check Out Form

KAYAKS:	EST Cost	Accessories	Est. Cost
Jackson Kayak COOSA	\$1599.89	Tie Downs (each)	\$10
Sundolphin Bali 10 SS	\$269.99	Soft Rack – Regular	\$99.95
Jackson Kayak Cuda	\$1299.89	Soft Rack – Large	\$149.99
Hobi Lanai	\$799.99	Adult Paddle	\$59.99
Necky Cruiser 2	\$1149.52	Youth Paddle	\$49.99
Kaku Kayak	\$849.99	Adult Life Jacket	\$59.99
Jackson Kayak Big Tuna	\$1529.99	Youth Life Jacket	\$39.99
Jackson Kayak Day Tripper 12	\$1099.99	Whistle	\$5.99
		Repair Fee:	
		Less than 2"	59.99
		2" – 8"	99.99
		Over 8"	Total Loss

Note Condition of Equipment Rented:

Signature: _____

For Office Use Only

Equipment Checked	QTY:	Returned:

Date and Time Returned: _____

Note Condition of Equipment after Return here:

Staff Member who inspected the equipment and completed the return: _____