

<b>DUE DATE</b>	
<b>Day:</b> _____	<b>Date:</b> _____
<b>Time:</b> _____	<b>Initial:</b> _____

## The Board Club Rental Agreement

408 31st Street, Newport Beach CA 92663

Ph: (949) 438-7171 - Cell: (949) 375-2461

### Waiver and Release of Liability

Name(s)/Name(s) of Minors (Renter): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

### Rental Information

<u>Item</u>	<u>Price</u>	<u># of Items</u>	<u>Total</u>
1. <b>Surfboard</b>	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$

**Total Rental Amount: \$ 0**

Thank you for your business. Please take the time to review this agreement.

**Note: This Waiver and Release of Liability and Rental Agreement is a legally binding document. Read this waiver carefully and completely. You may wish to consult an attorney to obtain advice about this document. By your signature on this Waiver and Release of Liability and Rental Agreement, you indicate your acceptance of all terms and conditions.**

### Rental Agreement

1. **Half-Day, Daily, and Weekly Rentals** - The Board Club allows for unlimited exchanges of surfboards during the rental period. Half-Day rentals are for a 4-hour period. Daily rentals are for a 24-hour period. Weekly rentals are for a 168-hour rental period. All surfboard rentals include fins and a leash.

2. **Damaged/Snapped/Broken Boards** - I accept all responsibility to maintain the condition and whereabouts of the surfboard(s) and/or fins and shall be responsible to pay all repair and/or replacement costs for any damage that may occur to the equipment while the equipment is checked out. I agree to pay a surfboard damage fee of \$30/inch (maximum limit of liability for surfboard damage is \$360.) If a surfboard is snapped, broken or buckled beyond repair, then I will be responsible for 10% above the cost of repair or replacement to The Board Club. In order to obtain this discount for a broken or snapped surfboard, I must return, at a minimum, the tail section of the surfboard. If the surfboard is stolen or I cannot locate the tail section, then I agree to pay a restocking fee of the retail value of the surfboard plus 10% for restocking, not to exceed \$1,200. The surfboards must be returned in the same condition to which they were released to the renter. For the purposes of this agreement, buckled means that the strength and integrity of the surfboard has been compromised and cannot be repaired back to it's original condition. The Board Club, at his sole discretion will make the determination of whether a surfboard can be repaired or must be replaced.

3. **Surfboard Condition** - I agree that if the surfboard is damaged during use, then I will immediately discontinue use to prevent water damage and return the surfboard to be properly fixed. A replacement surfboard can be exchanged during the allotted rental period for no additional charge.

4. **Lost or Stolen Items** - The Board Club is not responsible for any lost or stolen items at the Board Club.

5. **Intellectual Property** - The Board Club can use any and all pictures of me and use them to advertise for The Board Club. This includes inside the club itself as well as surfing on The Board Club's surfboards or being on the beach.

### Waiver and Release of Liability

**SURFING (the "Activity") CAN BE A HAZARDOUS ACTIVITY. By signing this agreement you are waiving certain rights. Please review this agreement carefully. You should check with a physician to make sure you are in proper physical condition.**

1. I agree and acknowledge that I am fully aware that participation in the Activity involve risks and I accept all the risks of participating, even if the risks are created by the carelessness and/or negligence of a Released Party (as defined below) or anyone else. The risk in participating in the surfing range from minor to serious personal injuries, drowning, all the way, in unlikely events, to the death of a participant.
2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. "Released Party" means The Board Club or any of its affiliates, franchisees and their respective representatives, directors, independent contractors, officers, agents, employees, owners, or volunteer staff.
4. I agree and acknowledge that:
  - a. I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, - serious physical injury or death.
  - b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
5. I accept full responsibility for any product or equipment loaned to me as part of participation in this Activity and commit to return the same in good working order.
6. To the fullest extent allowable by California Law, I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else except for to the extent of willful misconduct.
7. To the fullest extent allowable by California Law, I agree not to sue, and hold harmless, any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else except to the extent of willful misconduct. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
8. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
9. I am aware that it is advisable to consult, and take the advice of, a physician prior to participating in the Activity.
10. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

11. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as allowable under California Law.

12. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

13. All disputes arising out of this agreement shall be submitted to mediation to JAMS or any other mediator agreed to by the parties. If mediation is not successful in resolving all disputes arising out of this agreement, those unresolved disputes shall be submitted to final and binding arbitration. The arbitrator shall be selected pursuant to the agreement of the party for any qualified arbitrator at JAMS or otherwise agreed to by the parties. If no agreement should be reached, then the parties will allow JAMS to choose a qualified arbitrator that does not have a conflict. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The only way that a matter will not be arbitrated is if arbitration would result in a denial of coverage from any insurance carrier. In that instance, all matters would be litigated.

14. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

I also understand that **(please initial)**;

\_\_\_\_\_ All payments are non-refundable or transferable for any reason, including, but not limited to illness and injury.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

\_\_\_\_\_  
**Signature**

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Print**

In the event the participant is under the age of consent (18 year of age) , then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_ named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent/Guardian Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_ **Date:** \_\_\_\_\_