

COMPANY POLICY
READ CAREFULLY – PARTICIPANTS MUST UNDERSTAND
AND AGREE TO TERMS AND CONDITIONS

In exchange for the participation in the activity of kayaking organized by Clearly Tahoe LLC, of PO Box 10196, Zephyr Cove, Nevada 89448 and/or use of property, facilities, and services of Clearly Tahoe LLC, I agree for myself and (if applicable), for the members of my party, to the following:

LIMITATIONS: Age and weight restrictions do apply to both kayak rentals and kayak tours. Please review the following limitations prior to booking. **All participants must be over the age of 5.** Minors under the age of 18 must have a parent or legal guardian present to sign liability waiver. Minors must be at least 12 years of age to operate their own recreational vessel without an adult. Minors under the age of 12 must ride in a boat with an adult. Children will be defined as ages 5-11 and be priced as children. Participants 12-17 years will be priced as a youth. No more than two occupants are permitted in one boat. **Total combined boat load must not exceed a weight of 375lbs.** Passengers must be physically and mentally capable of participating in the described activity. Guests must note any knowledge of medical history that might affect his, her or their family's ability to participate in described activity. **RESPONSIBILITY OF PARTICIPANTS:** Participants must provide their own transportation to and from scheduled rental site. Participants will be responsible for any and all parking or park entry fees associated with parking or entry to a designated tour site. Renter (if applicable) must review, agree to and sign a Rental Loss Damage Agreement at time of drop off. Renter will be responsible for any and all bodily injury to members in his/her party or property damage that may occur while rental items are in their possession. All participants must agree to and sign a liability waiver provided by Clearly Tahoe LLC in order to partake in scheduled activity. If participant is a minor, a parent or legal guardian must be present to sign waiver on behalf of the child or youth guest. Participants may be required to enter up to 12 inches of water prior to boarding the boats. All participants must be capable of entering and exiting the boat without assistance. **DRESS CODE:** Shoes and sharp objects must be removed or covered prior to entering the boat. Guest should be prepared for the possibility of getting wet and should dress accordingly. It is recommended to wear sunscreen, hats and protective clothing when exposed to the sun for an extended period of time. **RULES AND REGULATIONS:** Guests must listen to guides and representatives of Clearly Tahoe, LLC during safety speech as well as (if applicable) during guided tour. Participants will be required to wear a US Coast Guard approved life preserver provided by Clearly Tahoe LLC. Life preservers must be worn on the water or near the water. Guests are responsible for their own safety during scheduled breaks, pre or post activity. No alcohol, drugs or controlled substances of any kind will be permitted on the tour. No smoking will be permitted during tour. No weapons of any kind will be allowed in the kayaks. No pets of any kind will be permitted in Clear Kayaks. If a service animal is necessary, arrangements can be made. Any special arrangements involving service animals or medical needs must be made at time of booking or a minimum of 48 hours prior to scheduled activity. Personal items should be kept in dry bag or waterproof container. Clearly Tahoe LLC prohibits any kind of container or bag that might scratch or damage the kayaks in any way. Clearly Tahoe LLC is not responsible for any loss or damage to personal items resulting from participation of described activity. Clearly Tahoe LLC reserves the right to refuse service to any participant at any time for any reason without refund. The employees or representatives of Clearly Tahoe LLC may refuse service if any participant seems potentially harmful to themselves or others. **LOST, STOLEN OR DAMAGED ITEMS (Applicable to Rentals only):** There will be a fee of \$60 or more for any major scratches to clear kayak. Renter shall agree to take full financial responsibility for any lost, stolen or damaged items included in rental package. Replacement costs are to be agreed upon as follows: Clear Kayak: \$1,200, Seat: \$55, Paddles: \$50, Life Preservers: \$35, Dry Bag: \$20, Cooler Bag: \$15, First Aid Kit, \$40. **ADDITIONAL FEES:** I understand that extending my rental time without prior reservation may result in a charge of \$50/hour. Additional will be deducted from the renter's credit card. **CANCELLATION POLICY:** **TOUR CANCELLATION:** All cancellations must be made by phone within 48 hours of scheduled tour to obtain a refund. Cancellations made within 48 hours will be eligible for 50% refund of entire purchase. 50% of original purchase will not be refundable. **BOOKING ERRORS:** Errors in scheduling or cancellations made within 24 hours of booking may be eligible for a full purchase refund. Cancellation or issue resolution request must be made by phone within 24 hours original booking was made but no less than 48 hours prior to scheduled tour date. **RESERVATION CHANGES:** Changes to an already existing reservation can be made within 48 hours of scheduled tour. Schedule changes must be made no less than 48 hours prior to scheduled tour. Schedule changes may be subject to a

rescheduling fee of \$20/change. RAIN CHECK CANCELLATION: Cancellations on the part of Clearly Tahoe LLC might be made in the event of bad weather or unsafe conditions. Cancellations made by Clearly Tahoe LLC will be subject to a full refund of additional purchase price plus a 10% rescheduling discount valid for up to 1 year from cancellation date. NO SHOW: Late arrivals, show guests or cancellations made less than 48 hours prior to scheduled tour will be non refundable. RENTAL CANCELLATION/RESCHEDULING: Rental cancellations or changes must be made within 48 hours of scheduled drop off for hourly refund. Service fees will be non refundable. Rescheduling availability is not guaranteed. GIFT CERTIFICATE REFUND: All gift certificate purchases are final. No refunds shall be made from time of purchase. Gift certificates are not valid after expiration however, may be used to purchase an additional gift certificate prior to expiration. MERCHANDISE RETURN: Clearly Tahoe LLC Merchandise may be subject to a full refund within 7 days of purchase. Customer must have original purchase receipt. Merchandise must show no signs of wear or usage prior to return. MERCHANDISE EXCHANGE: Exchanges can be made within 30 days of purchase. Item must show no signs of wear or usage. Exchanges are based on availability. Products could be exchanged for item of equal or less value. Original purchase receipt must be presented for an exchange. No monetary refund will be provided. DISCOUNTS: To receive local discounts, at least one member of the party must provide proof of residency or employment in a lake-bordering town that can be verified by a Clearly Tahoe staff member upon check in. All other discounts and redemptions must be made via phone by calling the Clearly Tahoe reservation office at (530)554-4664.