

A Stoked Life, LLC d/b/a Surf'SUP Colorado

Equipment Rental Terms & Conditions

In consideration for A Stoked Life, LLC d/b/a Surf'SUP Colorado ("Surf'SUP") allowing me or other adult and/or minor participants to rent, operate, store, transport, and/or use (collectively "using" or "use") Surf'SUP rental equipment, I (sometimes "you" or "me,") acknowledge and agree as follows:

1. Equipment Rental

- I certify that I am an adult (18 years of age or older).
- In order to rent equipment such as stand-up paddleboards, inflatable kayaks, personal floatation devices, leashes, board straps, air pumps, and paddles ("Equipment"), I understand that I must:
 - Provide my contact information to Surf'SUP as directed;
 - Agree to these Surf'SUP Equipment Rental Terms and Conditions ("Terms");
 - Review, agree to, and sign the Surf'SUP Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for Equipment Rentals ("Release");
 - Provide the names and email addresses of all adults and children, including at least one parent or guardian ("Parent") of any minor child who will use the Equipment (collectively, "Authorized Users");
 - Select my Equipment and dates for the rental term; and
 - Provide payment for the Equipment rental to Surf'SUP.
- **I understand that each Authorized User must review, agree to, and sign the Release (for themselves and, as applicable, for and on behalf of any of their participating minor children who are also Authorized Users) online prior to pick-up or delivery of the Equipment, or via electronic or printed version in person when picking up the Equipment or at the time of Equipment delivery. Surf'SUP will not allow me to pick up or accept delivery of the Equipment unless all Authorized Users have signed the Release.**
- Individuals signing the Release typically do so electronically. If you or another Authorized User would prefer instead to sign in ink, we offer a printable version of the Release upon request.

2. Payment, Cancellation, Refund, Extension, and Return

- You agree to pay the listed per-day rental charge in full for each piece of Equipment immediately upon selection, unless otherwise agreed by Surf'SUP.
- To cancel an Equipment rental and receive a full refund, you must communicate your intent to cancel to Surf'SUP at least 24 hours before your scheduled pick-up time. Surf'SUP will not provide a refund if you cancel less than 24 hours in advance, or if you do not pick up or accept delivery of the Equipment as scheduled and according to these Terms.
- You must communicate with Surf'SUP in advance if you would like to request a late return or an extension of the rental term so that Surf'SUP can check availability. If Surf'SUP approves your request, Surf'SUP will charge you the daily rental fee for each piece of Equipment until it is returned. If you do not receive approval, Surf'SUP will charge a daily "late fee" in addition to the daily rental fee for each piece of Equipment until you return the Equipment.
- You are not entitled to a full or partial refund if you return rented Equipment early.
- Returns must be checked in with a Surf'SUP staff member. Do not leave Equipment outside the shop without checking in.

3. Inspection and Notification Requirements

- I agree to inspect the Equipment before use, and shall inform Surf'SUP of any apparent problems or defects with the Equipment before using it.
- If the Equipment fails or breaks during the rental term, I agree to immediately discontinue use, notify Surf'SUP, and follow Surf'SUP's directions for Equipment return.
- If I/my child knowingly use Equipment that is damaged or defective, I am solely responsible for any injury or loss, as well as further damage to the Equipment resulting from the continued use, per these Terms and the Release.

4. Damage to Surf'SUP Equipment or My Personal Property; Lost or Stolen Equipment; Fines and Penalties

- I accept full responsibility for the care of the Equipment from the time of delivery until the Equipment is checked in with SurfSUP staff at the end of the rental term. I acknowledge and agree that SurfSUP will charge the credit card on file for my rental up to the full retail value for any piece of Equipment that is lost, stolen, or not returned.
- I am responsible for any damage to the Equipment and acknowledge and agree that SurfSUP reserves the right to charge the credit card I am using to reserve the Equipment for any necessary repairs, including parts. Repair prices align with industry standard rates.
- I am responsible for any fees, fines, costs, or penalties for violation of any federal, state, or local rules, laws, or regulations related to the use (or misuse), operation, or transportation of the Equipment or otherwise.
- I am responsible for any damage to my vehicle, damage to any other vehicle, and any damage to (or loss or theft of) my/my child's personal property resulting from the use, storage, or transportation of the Equipment or otherwise.
- SurfSUP will charge a \$20 cleaning fee for Equipment returned in excessively dirty condition.

5. Limitations on Equipment Use; Required Release

- **Only Authorized Users who have signed the Release (for themselves and/or for and on behalf of their participating minor child/ren (who are also then Authorized Users) may use the Equipment and I agree not to loan, rent or otherwise allow use of the Equipment to or by anyone other than Authorized Users.** If anyone other than Authorized Users use or operate Equipment, I assume full responsibility for any injury, damage, death, or other harm to or caused by any unauthorized person, and will indemnify, defend, and make SurfSUP whole to the fullest extent identified in the Release - or otherwise - for any damages suffered by SurfSUP in connection with the unauthorized use of the Equipment.
- I agree that I/my child will only use the Equipment for its intended use.
- I agree that I/my child will not use the Equipment in a reckless or careless manner, for any illegal purpose, or while under the influence of alcohol, a controlled substance, or any other drug that impairs the user's ability to reasonably and responsibly operate the Equipment.

6. No Original Packaging; Disclaimer

- Equipment may not contain original packaging and manufacturer's warnings and instructions (unless those are contained in a label or hangtag on the Equipment), and I understand that SurfSUP disclaims all responsibility to provide me with original packaging and manufacturer's warnings and instructions.

I agree that Colorado substantive law (without regard to its "conflict of law" rules) governs these Terms, any dispute I or my child have with SurfSUP, and all other aspects of my or my child's relationship with SurfSUP, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Jefferson County, Colorado which shall be the sole jurisdiction and venue for any such proceeding. Before filing a lawsuit, I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

These Terms are intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of these Terms are deemed unlawful or unenforceable, the unlawful or unenforceable provision/s shall not affect the remaining provisions, and all remaining provisions shall continue in full force and effect. A waiver of any of these Terms does not constitute a continuing waiver of the relevant provision, or a waiver of any other provision. In choosing to use Equipment, I fully agree to (and agree I am legally bound by) these Terms for myself and for and on behalf of my participating child/ren.