

## Sunshine State Concession - Rental Agreement Form

### RECREATION EQUIPMENT RENTAL AGREEMENT LESSEE'S ASSUMPTION OF RISK, RELEASE, INDEMNITY AND HOLD HARMLESS

Please read carefully before signing: I, ( \_\_\_\_\_ ), in consideration of the services of Sunshine State Concession, their agents, owners, employees, and all other persons or entities acting in any capacity on their behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that bicycling is a hazardous activity and entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated by Sunshine State Concession without jeopardizing the essential qualities of this activity. The risks include among other things: falling, collision, drowning, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration).
2. I agree and knowingly, intelligently and voluntarily agree to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. Lessee hereby agrees to defend, protect, indemnify and hold harmless Sunshine State Concession from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, in any way connected with, or resulting from my participation in this activity or my use of the leased equipment, including without limitation the possession, use, operation, or return of the equipment, including any such claims which allege negligent acts or omissions on the part of Sunshine State Concession.
4. Should Sunshine State Concession or anyone acting on their behalf, be required to incur attorney's fees and costs
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I understand and agree that any insurance coverage I maintain, whether liability, casualty, personal or health, shall constitute the primary coverage in the event of any loss, injury, death or damage to person or property while using or operating Sunshine State Concession equipment. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

LESSEE HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES THE RIGHT LESSEE, OR ITS AGENTS, MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. LESSEE HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISK, RESPONSIBILITY AND LIABILITY FOR: (a) OPERATION AND POSSESSION OF THE RENTAL PROPERTY; (b) ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY, DUE TO LESSEE'S OPERATION OR POSSESSION OF THE RENTAL PROPERTY; AND (C) ANY NEGLIGENCE OF Sunshine State Concession, ITS AGENTS, EMPLOYEES, OFFICERS, PARTNERS, PARENT Sunshine State Concession, SUCCESSORS AND/OR ASSIGNS.

Lessee Initials \_\_\_\_\_

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I, the undersigned Lessee, by my signature below, hereby represent, warrant, and affirm that: (a) I am mentally competent to enter into this Agreement; (b) I have carefully read this Agreement and fully understand all terms, conditions, and provisions herein; (c) I understand that I am legally bound by this Agreement; and (d) I am assuming all liability for possession and operation of the rental property and I assume all such risk and liability voluntarily, intelligently, and knowingly.

#### LESSEE'S PARTICIPATION AND RENTAL TERMS

1. I, ("Lessee") by my signature below, agree to be bound by all the following provisions relating to the use of Sunshine State Concession equipment .

#### 2. Authorized Drivers/Prohibition on Passengers

- A. No other person may drive or otherwise operate rental product except the Lessee.
- B. Lessee is prohibited from carrying any passengers on the Rental Product at any time. Lessee may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars at any time.
- C. Lessee is prohibited from pulling or towing any passenger or object with the Rental Product at any time.

3. **Rental Return** - Lessee agrees to return the rental product to Sunshine State Concession in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time and at the location specified by Sunshine State Concession at time of rental. Lessee agrees to return the rental product sooner if so demanded by Sunshine State Concession. Lessee understands that there may be rate or special charges if Lessee returns the rental product at a different time, date, or location than indicated in this Agreement.

4. **Repossessing the Rental Product** - Sunshine State Concession may repossess the Rental Product at anytime if: (1) the Rental Product is used in violation of law; (2) it appears the Rental Product is abandoned, (3) the Rental Product is used in violation of any term or condition in this Agreement, (4) Lessee made a misrepresentation Sunshine State Concession, or (5) Lessee fails to return the Rental Product when due. Sunshine State Concession is not required to notify Lessee in advance of repossession.

5. **Prohibited Use of the Rental Product**- Use of the Rental Product is restricted to the the state of Florida, Perdido Key Area. Lessee will not operate the Rental Product except within this bounded area and will not remove the rental Product from this area. Lessee will not use or permit the Rental Product to be used for hire, to be operated in a test, race or contest, or to be operated on any highways, through the intercoastal waterway, or off a designated trail, in public parks if specifically prohibited, or in any location that operation would be illegal or a nuisance to others. Lessee will not use or permit the rental product to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Lessee liable to Sunshine State Concession for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

6. **Damage to the Rental Product** - Lessee shall pay Sunshine State Concession for all losses and/or damage to the Rental Product, regardless of fault (e.g. Lessee agrees to pay for the loss even though someone else caused the damage or is at fault). Lessee is also responsible for all theft or vandalism losses, even if Lessee is not at fault for making the theft or vandalism possible. If the Rental Product is damaged, Lessee agrees to pay the reasonable costs of repair and diminution in value, if any. If the Rental Product is damaged beyond reasonable repair (as determined by Sunshine State Concession), Lessee shall be responsible for the retail fair market value less any salvage value if applicable. In addition to the above, Lessee shall also be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Sunshine State Concession or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, Lessee shall be

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responsible for paying Loss of Use at the daily rate for each 24 hours Lessee delays in paying the total loss. Lessee is also responsible for any loss if Lessee: (1) abuses the Rental Product or violates any prohibited use or operation as specified in this Agreement; (2) operates recklessly; (3) drives while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and Sunshine State Concession; (5) fails to complete an accident report; (6) obtains the Rental Product through fraud or misrepresentation; or (7) uses the Rental Product for an illegal purpose. Lessee authorizes Sunshine State Concession to collect from a responsible third party any applicable loss and/or damage. In the event Sunshine State Concession obtains a recovery from a third party after Lessee has paid Sunshine State Concession for all or part of any loss, Sunshine State Concession will refund to Lessee any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorney's fees.

**7. Accidents** - I understand and agree that any applicable insurance coverage I maintain, whether liability, personal or health, shall be deemed the primary coverage in the event of any loss, injury, death or damage to person or property while I use or operate Sunshine State Concession equipment.

**A. Third Party Claims** - Sunshine State Concession is not responsible if Lessee causes injury to another person or if Lessee damages another Rental Product, vehicle or personal property of another. Lessee agrees to protect, defend, indemnify, hold harmless Sunshine State Concession and pay any claim, including attorneys' fees, brought by a third party arising out of Lessee's use of the Rental Product and for any liability associated with any personal accident/injury as a result of Lessee's use of the Rental Product.

**B. Lessee Assumes Risk of Injury** - Lessee knowingly, intelligently and voluntarily assumes all risks, including but not limited to death or serious bodily injury, which may result from the operation of the Rental Product. Lessee acknowledges all the risks of operating a Rental Product on streets, roads, bike paths, bike lanes, and in traffic, waterways including, but not limited to, the risks of serious bodily injury or death from falling off the Rental Product, colliding with other Rental Products, motorcycles, motor vehicles/vessels or other objects, hitting potholes, or suffer sudden loss of control from external factors, hazards relating to weather conditions. Despite knowing all associated risks, Lessee freely assumes all risks of personal injury and/or damage in the operation of this Rental Product and Lessee agrees to hold Sunshine State Concession harmless from all claims of injury or damage.

**8. Payment** - Lessee agrees to pay upon demand:

**A.** All rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Rental Product rental.

**B.** Charges for loss and/or damage to the Rental Product in accordance with paragraph 6. Lessee understands that all charges are not final and are subject to audit. Lessee specifically agrees and authorizes Sunshine State Concession to make any charges by the method of payment used by Lessee at time of reservation and/or rental, including Lessee's credit card if that form of payment is utilized.

**9. Credit Reserve and Payment** - Lessee understands that Lessee must deposit an amount (to be used against the final bill) equal to the estimated total charge for the Rental Product rental at the rates indicated in this Agreement. Lessee authorizes Sunshine State Concession to place any amounts due from Lessee as a result of the Rental Product rental on to Lessee's credit card, if that form of payment is utilized.

#### **10. General Provisions**

**A.** Lessee represents that the information contained in this Rental Agreement is true, accurate, and complete. In the event that any information is not true, accurate or complete in any respect, Lessee agrees that Sunshine State Concession has the right to terminate this Agreement with or without notice.

**B.** Lessee agrees that Lessee will be responsible for any unauthorized repairs or modifications to the Rental Product. Lessee understands that Sunshine State Concession will not reimburse Lessees for any authorized repairs without receipt(s).

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C. Lessee understands that in no event shall Lessee be deemed to be an agent, servant, or employee of Sunshine State Concession in any manner for any purpose whatsoever. Lessee agrees that Sunshine State Concession does not waive any rights under this agreement except in writing signed by Sunshine State Concession officer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Print: \_\_\_\_\_ Tele: \_\_\_\_\_  
Credit Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ 3digit# \_\_\_\_\_  
Rental Product Description \_\_\_\_\_ Serial Number: \_\_\_\_\_  
Rental Product Description \_\_\_\_\_ Serial Number: \_\_\_\_\_  
Rental Period: \_\_\_\_\_  
Authorized Rental Product Riders: \_\_\_\_\_  
Price: \_\_\_\_\_ \$  
\_\_\_\_\_ \$  
Tax: \$ \_\_\_\_\_  
Total: \$0.00  
Authorized Sunshine State Concession Sales Agent: \_\_\_\_\_

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