

Equipment Rental Agreement

Adventura Cayman Ltd
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Primary Renter Name: _____
Renter Contact Phone: _____

**THIS EQUIPMENT RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN RENTER(S) AND ADVENTURA CAYMAN LTD**

1. RENTAL PROPERTY:

	QTY		QTY		QTY
Kayaks		Snorkel & Mask		Fishing Gear	
Kids Kayak		Kids		Fishing Rod	
Single Kayak		Adult		Tackle Box	
Double Kayak		Fins		Fishing Knife	
Triple Kayak		Kids 9-13		BBQ	
Easy Access Kayak		Kids 1-4		Tongs	
Paddle		Adult 5-8.5		Scraper	
Rudder		Adult 9-13		Go Pro	
Seat		Full Face Mask		Housing	
Foot Rest		Kids Pink		Cables	
Bag		Kids Blue		Card Reader	
Hand Pump		Adult S/M		Selfie Stick	
LED Light		Adult L/XL		Head Mount	
SUP		Small Snorkel Vest		Chest Mount	
Standard SUP		Large Snorkel Vest		Go Pro Floatie	
Inflatable SUP		Bicycle		Extras	
Paddle		Adult Helmet		Electric Pump	
Rudder		Children Helmet		Infant Life Vest	
Bag		Bike Lock		Small Life Vest	
Hand Pump		High Visibility Jacket		Large Life Vest	
Hammocraft		Bike Rack		X/L Life Vest	
4 x Base Poles		Bike Tow		Dry Bag	
4 x Corner Poles		Kids Seat		Anchor	
4 x Corner Pieces		Sea Scooter		Backpack	
4 x Hammocks		Charger		Portable Speaker	
2 x Straps		Beach Shade		Cooler	
2 x Bags		Beach Tent		Picnic Table	
GPS		Umbrella		Table	
Charger		Sand Anchor			
Holder					

Rental Equipment Statement of Conditions

2. **RENTAL DATES:** _____ (Start Date) , _____ (End Date)

3. **TOTAL RENTAL COST: \$** _____

No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used.

_____ 4. **INSPECTION OF EQUIPMENT** - Owner(s) certify that the equipment is in good mechanical and physical condition. Renter(s) will inspect said equipment and leases the same without any representations by Owners(s). If equipment has damage or problems Renter(s) must report damage on the provided form. Renter(s) will be held responsible for any damage to equipment that is not reported at the time of delivery. Normal wear and tear excepted. Adventura Cayman makes no warranty of any kind regarding the rented equipment, except that they shall replace it with identical or similar equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions.

_____ 5. **DAMAGES TO EQUIPMENT** - The Damage Deposit: A damage deposit of \$200.00 may be collected for each Kayak, Paddle Board, Hammocraft or Bicycle. For the BBQ, Go Pro, Sea Scooter, GPS, Two-Way Radio and the collective of snorkel gear, a deposit of \$100.00 will be collected for each other item. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the equipment. If the cost of damages exceeds the damage deposit, Renter(s) agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the equipment to the same condition as the time the rental agreement was started. Should any damages exceed the damage deposit, Adventura Cayman will provide an itemized repair bill that must be paid in full upon Renter's presentation of the bill.

_____ 6. **THEFT OR LOSS:** In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment. The Renter understands that he/she is responsible for the retrieval and/or replacement of equipment, if these items are **in any way** lost, stolen or misplaced during the rental period.

_____ 7. **INSURANCE:** Adventura Cayman offers NO insurance coverage for equipment damages incurred during your rental period. Furthermore, the Renter(s) understands and agrees that he/she who is known to Adventura Cayman as the Renter, is wholly responsible for anyone else who uses the equipment during the entire rental period.

_____ 8. **OPERATION:** Renter(s) acknowledge and agree that there will be an orientation for all Equipment to be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is fully responsible for any other persons or a member of their party to operate the equipment. Renter(s) certify by signing this statement of understanding that they have read and understood this Equipment User's Manual in full, and have asked any questions regarding safety and operation in areas where they were not in complete understanding.

_____ 9. **RETURN OF EQUIPMENT:** Equipment will be delivered to Renter at the beginning of this contract. Renter(s) acknowledges and understands that they will return the Equipment at an agreed upon time on the end date of this contract in the same condition that it was rented out at the start of this contract.

Parties agree that they have all read this document in its entirety and agree to all terms and conditions. Parties also agree to read the user's manual as provided by the renter on the website www.adventuracayman.com.

LIABILITY AGREEMENT

A. **RELEASE, REMISE, AND DISCHARGE** Adventura Cayman and its owners, operators, agents and employees (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by Adventura Cayman, and/or my participation in any activities sponsored by Adventura Cayman. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my use of any property owned or leased by Adventura Cayman, whether or not these injuries or damages were caused by the releasees' negligence.

C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by Adventura Cayman, my operation of equipment rented from or owned by Adventura Cayman., and/or my participation in any activities sponsored by Adventura Cayman.

D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating equipment rented from or owned by Adventura Cayman., and/or while participating in any activities sponsored by Adventura Cayman.

15. ENTIRE AGREEMENT - The Renter(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter

herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.

Adventura Cayman

Adventura Cayman Staff Witness

Renter's Printed Name Renters Signature Date

Renter's Printed Name Renters Signature Date

Renter's Printed Name Renters Signature Date

Renter's Printed Name Renters Signature Date

Renter's Printed Name Renters Signature Date

Renter's Printed Name

Renters Signature

Date