


**Badass Beach Rides** · 656 Bayway Blvd, Unit 6, Clearwater Beach, FL 33767 · (727) 922-9295

# Rental Agreement, Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

**PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING IT YOU GIVE UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY THE COMPANY'S OWN NEGLIGENCE.**

## 1. Parties and Equipment

This Agreement is between Badass Beach Rides, its owners, members, managers, officers, employees, agents, contractors, affiliates, partners, successors and assigns (together, the "Company"), and the person signing below (the "Renter"). It covers every golf cart, low-speed vehicle (LSV), moped, scooter, electric bicycle, stand-up paddle board, paddle, personal flotation device, helmet, key, charger, lock and accessory provided to the Renter (together, the "Equipment").

The Renter rents the Equipment for personal, recreational use only during the rental period agreed with the Company. Ownership of the Equipment remains with the Company at all times.

## 2. Eligibility and Authorized Operators

Golf carts / LSVs: the Renter and every operator must be at least 21 years old and hold a valid, unrestricted driver's license. Mopeds / scooters: at least 18 years old with a valid driver's license. E-bikes: at least 18 years old. Paddle boards: at least 18 years old to rent; minors may ride only under the direct supervision of the signing adult.

Only the Renter and additional operators named in this Agreement who meet these requirements may operate the Equipment. The Renter is fully responsible for every person who uses, rides on or operates the Equipment, whether or not authorized.

The Renter confirms they and every operator are physically and mentally able to safely use the Equipment, can swim (for paddle boards), are not pregnant or suffering any condition that makes use unsafe, and are not under the influence of alcohol, drugs, marijuana or any substance that impairs judgment or ability.

## 3. Assumption of Risk

The Renter understands that operating, riding or being near golf carts, LSVs, mopeds, scooters, e-bikes and paddle boards is inherently dangerous and involves risks that cannot be eliminated, including but not limited to: collisions with motor vehicles, pedestrians, cyclists, animals or fixed objects; rollovers, tip-overs and falls; ejection from the vehicle; mechanical, electrical, battery or brake failure; tire blowouts; road and sidewalk defects, sand, debris, curbs and wet surfaces; traffic, other drivers' negligence and limited visibility; weather, heat, sun exposure, lightning, wind and storms; currents, tides, waves, boat traffic, marine life, drowning and hypothermia; and the Renter's own lack of skill, inattention or failure to follow instructions.

These risks can cause serious bodily injury, permanent disability, paralysis, death and property damage. THE RENTER KNOWINGLY, VOLUNTARILY AND EXPRESSLY ASSUMES ALL RISKS OF INJURY, DEATH AND PROPERTY DAMAGE, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR NOT, ARISING FROM THE RENTAL OR USE OF THE EQUIPMENT, ON BEHALF OF THEMSELVES AND EVERY PERSON THEY ALLOW TO USE OR RIDE ON IT.

## 4. Release, Waiver of Claims and Covenant Not to Sue

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, THE RENTER, FOR THEMSELVES AND THEIR HEIRS, SPOUSE, CHILDREN, PERSONAL REPRESENTATIVES, ESTATE AND ASSIGNS, HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO SUE THE COMPANY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND CAUSES OF ACTION OF ANY KIND — INCLUDING BODILY INJURY, PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, WRONGFUL DEATH, LOSS OF CONSORTIUM, MEDICAL EXPENSES, LOST WAGES, EMOTIONAL DISTRESS, AND LOSS OF OR DAMAGE TO PROPERTY — ARISING OUT OF OR RELATED TO THE RENTAL, DELIVERY, PICK-UP, INSPECTION, MAINTENANCE, CONDITION OR USE OF THE EQUIPMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

The Renter specifically intends this release to cover claims based on the Company's own negligence, including negligent inspection, maintenance, repair, instruction, supervision, delivery or rental of the Equipment. This release does not apply to the Company's gross negligence or intentional misconduct, or to any liability that Florida law does not permit to be waived.

## 5. Indemnification and Hold Harmless

The Renter agrees to defend, indemnify and hold harmless the Company from and against any and all claims, lawsuits, judgments, fines, penalties, tolls, towing charges, damages, losses, costs and attorneys' fees (including on appeal) brought by anyone — including passengers, additional operators, minors, third parties, pedestrians, other drivers and government agencies — arising out of or related to the Renter's rental or use of the Equipment, or the use of the Equipment by any person the Renter allows to operate or ride on it, INCLUDING CLAIMS ALLEGING THE COMPANY'S NEGLIGENCE, to the fullest extent permitted by Florida law.

## 6. Damage, Loss and Theft

The Renter accepts the Equipment in its present condition and acknowledges they had the opportunity to inspect it. The Renter is responsible for all damage to, and loss or theft of, the Equipment from delivery until the Company takes it back, regardless of fault, including repair costs, replacement value, towing and recovery costs, cleaning, lost rental income while the Equipment is out of service, and an administrative fee.

The Renter authorizes the Company to charge the security deposit and the payment card on file for any amounts owed under this Agreement, including damage, loss, theft, late return, missing keys or accessories, cleaning, traffic or parking tickets, tolls and fines. If those amounts exceed the deposit, the Renter will pay the balance promptly, plus reasonable collection costs and attorneys' fees.

## 7. Insurance

The Company does not provide personal injury, medical, liability or property insurance for the Renter, operators, passengers or third parties. The Renter is solely responsible for obtaining any insurance they want. The Renter's own insurance, if any, is primary.

## 8. Rules of Use

The Renter will obey all Florida traffic laws and local ordinances, including Fla. Stat. §§ 316.212 and 316.2122 (golf carts and LSVs), § 316.2065 and § 316.20655 (bicycles and e-bikes), and § 316.211 (helmets). Golf carts and LSVs may be operated only on public roads where permitted, never on sidewalks, beaches, sand, dunes, private property without permission, or the Memorial Causeway unless lawful. No more passengers than seats; everyone must remain seated with seat belts fastened where provided. No child may ride in a lap.

Helmets are provided and strongly recommended for all moped, scooter and e-bike riders and required by law for riders under 16 (mopeds and bicycles) as provided in Florida law. Paddle board users must have a U.S. Coast Guard approved life jacket and a whistle on board and must stay within the area described by the Company and away from boat channels.

Prohibited: operating while impaired; texting or using a phone while driving; racing, stunts, off-roading or towing; carrying passengers on e-bikes, mopeds or paddle boards not designed for them; use outside Pinellas County; subletting; and use during severe weather or after dark without required lights. Violation of these rules ends the rental immediately without refund and the Renter remains fully liable.

## 9. Delivery, Return and Breakdowns

The Company delivers and picks up Equipment; there is no walk-in rental location. The Renter must return the Equipment at the agreed time and place in the same condition, normal wear excepted. Late returns are charged at the Company's posted rates. If the Equipment malfunctions, the Renter must stop using it immediately and call the Company. The Company's only obligation for a malfunction is, at its option, to repair or replace the Equipment or refund the unused portion of the rental fee.

Any accident, injury, damage or theft must be reported to the Company immediately and, when required by law, to the police.

## 10. Medical Treatment and Photo Release

The Renter authorizes the Company, without obligation, to obtain emergency medical treatment for the Renter or any rider and agrees to pay all related costs. The Company may photograph the Equipment and its condition at delivery and return for documentation.

## 11. Minors (Fla. Stat. § 744.301(3))

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING

THAT, EVEN IF BADASS BEACH RIDES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BADASS BEACH RIDES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BADASS BEACH RIDES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The Renter confirms they are the parent or legal guardian of any minor riding on or using the Equipment under this rental, or has that parent's or guardian's written authority, and agrees to indemnify the Company for any claim made by or on behalf of such minor.

## 12. Governing Law, Venue and Jury Waiver

This Agreement is governed by the laws of the State of Florida. Any dispute will be brought only in the state courts located in Pinellas County, Florida. THE RENTER AND THE COMPANY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY. The prevailing party in any dispute is entitled to recover reasonable attorneys' fees and costs.

## 13. Severability and Entire Agreement

This Agreement is intended to be as broad and inclusive as Florida law permits. If any part is held invalid or unenforceable, that part will be enforced to the maximum extent allowed and the rest will remain in full force. This Agreement, together with the Company's posted rates, deposit and cancellation policy, is the entire agreement between the parties and may be changed only in writing signed by the Company. An electronic signature on this Agreement has the same effect as a handwritten signature under Fla. Stat. ch. 668.

## 14. Acknowledgment

BY SIGNING, THE RENTER CONFIRMS THEY ARE AT LEAST 18 YEARS OLD, HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO CONSULT A LAWYER, AND ARE SIGNING IT VOLUNTARILY, KNOWING THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURIES CAUSED BY THE COMPANY'S NEGLIGENCE.

Renter initials confirming Sections 3, 4, 5 and 11: _____

## Signatures

Renter full name _____

Date of birth _____

Phone / email _____

Driver's license # / state _____

Rental date(s) _____

Equipment [ ] Golf cart / LSV [ ] Moped / scooter [ ] E-bike [ ] Paddle board

Other riders (name, age) _____

Renter signature _____

Date _____

Company representative _____