

Rental Agreement and Liability Waiver

General Policies

- Photo ID and/or Current Driver's license is required before the time of pick-up. (Take a picture of your ID with you holding it and text it to 512-763-0912 or email us at info@greenbeltoutdoors.com)
- You must be 18yrs old or older to rent.
- Individuals named on the contract are required to submit credit card information and a deposit for the booking of the reservation and/or rental.
- Payment in full (rental price and deposit) for all rentals is due when booking the rental/reservation on our website prior to arriving to pick up your gear.
- Your payment will only be pre-authorized to start. We will authorize the payment of the rental the day after the equipment is returned if received without issue for only the rental price.
 - If the equipment is returned damaged, lost, or not returned, see our Check-in Procedures and Late Fees information below for details for authorization expectations.
- Greenbelt Outdoors LLC, reserves the right to refuse to any individual(s).

Cancellation Policy

- Cancellations made five (5) days or more of pick-up date: customers will receive a 100% refund.
- Cancellations within four to one day(s) or less of pick-up date will receive a 50% refund or a 75% Greenbelt Outdoors voucher (good for one year from booking cancellation).
- Cancellations within 24 hours or less of scheduled pick-up will not receive any refund.
- There are no refunds for illness or early returns or non-usage.
- If there are severe thunderstorms on the day of your rental arrival scheduled for the entire day, you may request a raincheck. Email or text us prior to your pickup time otherwise refund will not be returned.
- Individual named on the contract must be present at the time of pick-up or item(s) will not be released.
- Pin code(s) for access to the locker(s) where your rental gear is located will be provided to only the Individual named on the contract.

Late Fees

- Late fees are assessed at 1.5 times the daily rate for each day the equipment is not returned- including holidays and closed dates. This is strictly enforced as it jeopardizes another person's trip. Any late equipment affecting another person's rental will be charged the entire cost of the other rental.
- Prices, equipment availability, and rental policies subject to change without notice.

Rental Liability Waiver

I hereby agree that by renting this kayak(s) SUP (s) adventure boats and/or packraft(s) from Greenbelt Outdoors LLC, I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from Greenbelt Outdoors LLC.. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my property, or my death, however caused, arising out of my use of any equipment or programs of Greenbelt Outdoors LLC. I understand that there are inherent risks associated with water sports and with pulling a trailer. I acknowledge that I have the necessary skills to use the above rented equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I understand that equipment and safety devices are provided for my use (such as flotation devices, whistles, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. It is my responsibility to inspect all equipment including trailers, tires, light connections, chains, and tire pressure prior to use. I, the undersigned user or guardian of user HEREBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators Greenbelt Outdoors LLC its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. I agree to hold harmless and/or indemnify and defend Greenbelt Outdoors LLC and their officers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.

I understand that participation in these activities involves risk of serious injury, including bodily, mental injury, disability, paralysis, pain, suffering, or death. Dangers to persons, pets, and other property may include tipping or turning over of watercraft; entanglement in trees or other obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, harmful algae, bacteria, waterborne toxins, insects, animals, or other elements; sunburn; dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or accidental drowning. I understand that risks and dangers may result from the acts or omissions of myself or third parties, or of Greenbelt Outdoors LLC, its agents, employees, owners, participants, volunteers, or others acting on their behalf. With full knowledge of the risks and dangers, I represent that I am in good health and proper physical condition to participate in the activities and business of Greenbelt Outdoors LLC. I do not have health problems or medical conditions that preclude participation. I have inspected the equipment, facility, and activities of Greenbelt Outdoors LLC, and I find that they are acceptable for the intended use or participation. I acknowledge that consumption of alcohol is prohibited on Lady Bird Lake. Assumption of Risk and Responsibility for Injury or Damage: I acknowledge that open water or sports activities are inherently dangerous and that I participate at my own risk. I understand that risks and dangers cannot be eliminated without jeopardizing the essential qualities of the activity, and I voluntarily elect to participate, accepting and assuming the risks. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer. I agree to

bear the costs and responsibility for any injury or damage I may cause or suffer, including payment for bodily injury, property damage, or lost or damaged equipment. Authorization to Use Likeness: I hereby give permission for Greenbelt Outdoors LLC, its marketing consultants and their agents to capture the voice, image or likeness of myself or child through video, photograph, or digital camera, and further consent to the use of said voices, images, or likeness by Greenbelt Outdoors LLC, its marketing consultant or others in advertising, promoting, or marketing their businesses, activities, events, or equipment, and hereby waive any rights of compensation or ownership thereto. Indemnification and Release of Liability: I FULLY AND UNCONDITIONALLY RELEASE AND DISCHARGE Greenbelt Outdoors LLC, and its agents, employees, owners, administrators, directors, officers, members, instructors, participants, volunteers, contractors, sponsors, advertisers, or event organizers, or others acting on their behalf of any liability, claims, demands, causes of action, losses, injuries, or damages, whether caused in whole or in part by the Released Parties, or by the negligence of the Released Parties. This Release extends to any injuries (including death) or damage to persons, pets, or other property that may arise from the use, rental, or other access to the equipment, facilities, or activities of Greenbelt Outdoors LLC or which may be connected to my participation in the activities, and to all claims for personal injuries or property damage sustained by me, or by my estate, parents, children, heirs, beneficiaries, personal representatives, or assigns ("the Releasing Parties"). On behalf of myself and the Releasing Parties, I AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS GREENBELT OUTDOORS LLC AND EACH OF THE RELEASED PARTIES for any loss, liability, damage, litigation expenses, attorney fees, or cost of any kind, which may result from any injury, damage, or other loss occasioned by use, rental, or other access to equipment, facilities or activities of Greenbelt Outdoors. Choice of Law: This Agreement creates a covenant not to sue, and complete release and indemnity of, Greenbelt Outdoors LLC and the Released Parties. If, despite this Agreement, suit is attempted, I agree that the exclusive forum shall be Travis County, Texas, applying Texas law. I agree that if any term of this Agreement is found to be void or unenforceable, then the remaining terms shall remain in full force and effect. Careful Review and Understanding: I have read and I understand the posted Equipment Safety Rules and Regulations. I have carefully read this Agreement in its entirety. I fully understand the Agreement, understand that I am knowingly waiving substantial rights by signing the Agreement, and sign it freely, without any inducement or assurance of any nature.

I also agree that if I damage, lose, or misplace any item I rent from Greenbelt Outdoors LLC that I pay for these losses or damages according to prices listed on page 5-6 of this agreement. I agree that if Greenbelt Outdoors LLC incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay Greenbelt Outdoors LLC for these costs as well as the cost of the damaged or lost items. Bent paddles, damaged Adventure Boats, damaged Packrafts, damaged Kayaks, and damaged Stand Up Paddle Boards (SUPs), lost or damaged Life Preservers (PFDs), lost or damaged Smart Padlocks, damaged lockers, lost or damaged Greenbelt Outdoors Banner, any rented equipment or will be charged for replacement. If I do not return the product within 3 working days of the due date on rentals ranging from 1 - 3 day bookings, I authorize Greenbelt Outdoors LLC to charge the full replacement cost of the products (see below) to my credit card, minus the deposit. If I do not return the product within 1 working day of the due date on rentals ranging from 4-6 day bookings, I authorize Greenbelt Outdoors LLC to charge the full replacement cost of the products (see below) to my credit card, this is pre-authorized as a deposit upon booking. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize Greenbelt Outdoors LLC. to charge the cost of replacement or repair to my credit card.

It is solely the discretion of Greenbelt Outdoors LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

I (renter(s)) am responsible for connecting the trailer, lights, and chains properly and for securing all packrafts, adventure boats, kayaks, paddles, SUPs, life jackets and other equipment before driving. I understand that loading a packraft, adventure boat, kayak, SUP, or other boat onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is my choice how I load/unload the rented gear and I agree to assume responsibility for any damages. We recommend storing the gear inside your vehicle during transport. I will not hold Greenbelt Outdoors LLC or its staff liable for any damages to person or non-rental equipment property that may occur due to loading, unloading or transport of this rental equipment.

I also understand that it is the renters' responsibility to ensure that any required permission forms, trip permits, invasive species tags, boating permits, and trainings are completed and up to date prior to launching boats. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

By signing below, I also AGREE to all the 'RENTAL AGREEMENT AND LIABILITY WAIVER' I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name _____ Phone _____

Email _____

Address _____ City _____ State _____

Zip Code _____

Driver's License / Government ID / Identification # _____

State of issuance (required) _____

Where did you hear about us? (Please fill out it really helps with an "X")

Google [] Word of Mouth [] Instagram [] Pinterest [] Facebook [] Brochure [] Sticker [] Returning Customer []

Other _____

Would you like Specials, Deals, and other Promotional materials From Greenbelt Outdoors emailed to you periodically (your email address will not be shared)?

Yes [] No []

Estimated Date and Time of Checked Out/Pickup _____

Signature _____ Date _____

Estimated Replacement Costs

SUPs (<i>Stand Up Paddleboards</i>) / <i>Adventure Boats / Packrafts / Kayaks / Smart Padlocks</i>	Est. Cost	Accessories (including PFDs, Paddles)	Est. Cost
Twain	\$800	Alpine Lake Paddle (4 piece)	\$75
Moki-Lite	\$500	Nomad PFD	\$20
XPD	\$525	Youth Livery PFD	\$35
XPD w/ Tizip	\$625	Child Livery PFD	\$35
Paradise Paddleboard	\$750	UnderDOG PFD	\$45
Smart Padlock	\$125	APF PFD	\$50
		Nomad PFD	\$55
		Feather Pump	\$45

		Paddleboard High Pressure Air Pump	\$145
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All repair work (such as patching) will be billed \$50 per hour plus materials.

Bent paddles and badly damaged watercraft will be charged for replacement.

It is solely the discretion of Greenbelt Outdoors LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

Prices are subject to change.

A cleaning fee will be charged at \$10 per item if equipment is returned dirty. Please wipe down with the provided cloth for the post inspection checklist.