

RENTAL EQUIPMENT AGREEMENT, WAIVER, AND RELEASE FROM LIABILITY

This Rental Equipment Agreement, Waiver, and Release from Liability (the “Agreement”), effective as of the date it is electronically signed by Renter (the “Effective Date”), is made by and between **WHENEVER WATERSPORTS LLC**, a Connecticut limited liability company the principal address of which is 1245 Farmington Ave, #1408, West Hartford, Connecticut 06107 (“Lessor” or “Whenever Watersports”), and the undersigned (“Renter,” “Customer,” or “You”) (collectively the “Parties”), whereby the Parties agree to the following terms and conditions concerning the rental of certain kayak and/or stand up paddle board equipment from Lessor, and Renter agrees to release, discharge, hold harmless, defend, and indemnify Lessor and its owners, agents, officers, members, managers, contractors, use permit providers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, economic loss, loss of services, or otherwise, which may arise out of Renter’s use of the Equipment, premises, or facilities, or Renter’s participation in such kayaking or paddle sports activities:

RECITALS

WHEREAS, Lessor is in the business of renting recreational kayaking and paddleboarding equipment; and

WHEREAS, Renter desires to rent from Lessor, and Lessor desires to rent to Renter, such water sport equipment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EQUIPMENT. Lessor agrees to rent to Renter one or more of the following item(s) of recreational water sport equipment (the “Equipment”), to be selected by Renter after using Renter’s mobile device to scan the QR Code posted to Lessor’s equipment kiosk (the “Kiosk”) and following the on-screen prompts provided by Lessor’s mobile website application (the “Website Application”): single person kayak, tandem kayak, single person stand-up paddleboard, and/or electronic storage locker attached to the Kiosk.

2. WHO MAY RENT. The Equipment may be rented only by Renters who are at least eighteen (18) years-of-age and present proof of eligibility, if requested. A Renter may only participate in Equipment rental for the personal use of such Renter and/or such minor children over whom Renter is parent or legal guardian, provided that (i) Renter first executes a release on behalf of such minor children, as provided below, and (ii) any such minor child is accompanied by a responsible adult at least eighteen (18) years of age. In all other cases, Renters are prohibited from renting Equipment for use by other persons.

3. RENTAL TERM. Renter shall select the duration of the rental period of the Equipment from the options provided to Renter on the Website Application, which period selected by Renter is hereby incorporated herein by this reference (the “Rental Term”). The Rental Term shall commence when Renter

unlocks the Equipment from the Kiosk and shall terminate upon the earlier of (i) the expiration of the Rental Term, or (ii) Renter's return of the Equipment to the Kiosk in the condition required as set forth herein. Renter will be charged on an hourly basis for Equipment returned after the expiration of the Rental Term. Equipment held for longer than five (5) hours after the expiration of the Rental Term will be assumed lost or stolen, and Renter's credit card will be charged for the cost of the Equipment.

4. PAYMENT IN FULL. Payment in full for the selected Rental Term is due at the time Renter unlocks the Equipment from the Kiosk. Renter's obligation to pay all amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever.

5. USE AREA. Renter agrees to only use the Equipment in connection with recreational water sport activities on the particular use area listed below that is associated with the Kiosk:

- Kettle Creek Lake and its recreation area at Kettle Creek State Park, 97 Kettle Creek Park Lane, Renovo, PA 17764
- Sampsons Pond and its recreation area at 48 Lakeview Street, Carver, MA 02330
- Malden River and its recreation area at Rivergreen Park, Rivergreen Drive, Everett, MA 02149
- Stroud Lake and its recreation area at E 840 Road, Stroud, OK 74834
- Coffenbury Lake and its recreation area at Fort Stevens State Park, 1675 Peter Iredale Road, Hammond, OR 97121
- Sangchris Lake and its recreation area at Sangchris Lake State Park, 9898 Cascade Road, Rochester, IL 62563
- Duncan Park Lake and its recreation area at Duncan Park, 81 West Park Drive, Spartanburg, SC 29306
- Lake Thurmond and its recreation area at Hamilton Branch State Park, 111 Campground Road, Plum Branch, SC 29845
- Lake Marion and its recreation area at Santee State Park, 251 State Park Road, Santee, SC 29142
- The lake and its recreation area at Paris Mountain State Park, 2401 State Park Road, Greenville, SC 29609
- Grindstone Lake and its recreation area at 111 Wiggins Way, Ruidoso, NM 88345
- Lake Macatawa and Lake Michigan, and their recreation areas at Holland State Park, 2398 Ottawa Beach Road, Holland, MI 49424
- Ridgway Reservoir and its recreation area at Ridgway State Park (Dallas Creek and Dutch Charlie kiosks), 28555 US-550, Ridgway, CO 81432
- Barr Lake and its recreation area at Barr Lake State Park, 13401 Picadilly Road, Brighton, CO 80603
- Sweitzer Lake and its recreation area at Sweitzer Lake State Park, 1735 E Road, Delta, CO 81416
- Timnath Reservoir and its recreation area at 5824 County Road 40, Fort Collins, CO 80525
- Sunset Lake and its recreation area at Sunset Lake Park, 201 Sunset Drive, Portland, TX 78374

- Nueces Bay and its recreation area at the Chris Andrews Boat Launch at 125 US 181, Portland, TX 78374
- The lake and its recreation area at Sugar Land Memorial Park, 15300 University Boulevard, Sugar Land, TX 77479
- DeGray Lake and its recreation area at DeGray Lake Resort State Park (Marina and Caddo Bend kiosks), 367 State Park End Road, Bismarck, AR 71929
- Lake Ouachita and its recreation area at Lake Ouachita State Park, 5451 Mountain Pine Road, Mountain Pine, AR 71956
- Lake Catherine and its recreation area at Lake Catherine State Park, 1200 Catherine Park Road, Hot Springs, AR 71913
- Lake Dunn and its recreation area at Village Creek State Park, 201 County Road 754, Wynne, AR 72396
- Lake Greeson and its recreation area at Daisy State Park, 103 E Park Road, Kirby, AR 71950
- Walcot Lake and its recreation area at Crowley's Ridge State Park, 2092 AR-168 North, Paragould, AR 72450
- Lake Dardanelle and its recreation area at Lake Dardanelle State Park, 100 State Park Drive, Russellville, AR 72802
- Lake Charles and its recreation area at Lake Charles State Park, 3705 AR-25, Powhatan, AR 72458
- Lake Bennett and its recreation area at Woolly Hollow State Park, 82 Woolly Hollow Road, Greenbrier, AR 72058
- Big Maumelle and its recreation area at Pinnacle Mountain State Park, 11901 Pinnacle Valley Road, Little Rock, AR 72223
- Little Maumelle River and its recreation area at Pinnacle Mountain State Park, 11901 Pinnacle Valley Road, Little Rock, AR 72223
- Lake Bailey and its recreation area at Petit Jean State Park, 1285 Petit Jean Mountain Road, Morrilton, AR 72110
- White Oak Lake and its recreation area at White Oak Lake State Park, 563 State Highway 387, Bluff City, AR 71722
- Bear Creek Lake and its recreation area at Mississippi River State Park, 2955 State Highway 44, Marianna, AR 72360
- Storm Creek Lake and its recreation area at Mississippi River State Park, 2955 State Highway 44, Marianna, AR 72360
- Cane Creek Lake and its recreation area at Cane Creek State Park, 50 State Park Road, Star City, AR 71667
- Lake Chicot and its recreation area at Lake Chicot State Park, 2542 State Highway 257, Lake Village, AR 71653

- Lake Poinsett and its recreation area at Lake Poinsett State Park, 5752 State Park Lane, Harrisburg, AR 72432
- Lake Frierson and its recreation area at Lake Frierson State Park, 7904 AR-141, Jonesboro, AR 72401
- Lake Fort Smith and its recreation area at Lake Fort Smith State Park, 15458 Sheperd Springs Road, Mountainburg, AR 72946
- Millwood Lake and its recreation area at Millwood State Park, 1564 Highway 32 East, Ashdown, AR 71822
- Moro Bay and its recreation area at Moro Bay State Park, 6071 Highway 600, Jersey, AR 71651
- Hope Mills Lake and its recreation area at Town Lake Park, 3607 N. Main Street, Hope Mills, NC 28348
- Brices Creek and its recreation area at Creekside Park, 1821 Old Airport Road, New Bern, NC 28562
- Kent Lake and its recreation area at Island Lake Recreation Area, 6301 Kensington Road, Brighton, MI 48116
- Bishop Lake and its recreation area at Brighton Recreation Area, 5210 Bishop Lake Road, Brighton, MI 48116
- Lake Hudson and its recreation area at Lake Hudson Recreation Area, 5505 Morey Highway, Clayton, MI 49235
- Grass Lake and its recreation area at Grass Lake Park, 373 N. Lake Street, Grass Lake, MI 49240
- Silver Lake and its recreation area at Silver Lake Park, 27000 85th Street, Salem Lakes, WI 53168
- Pigeon Lake and its recreation area at Icehouse Landing at the intersection of West 12th Street, North 12th Street and Hemlock Street, Clintonville, WI 54929
- Silver Lake and its recreation area at Thornton A. Sullivan Park, 11405 Silver Lake Road, Everett, WA 98208
- Lake Stevens and its recreation area at Lundeen Park, 10020 Lundeen Park Way, Lake Stevens, WA 98258
- Brookville Lake and its recreation area at Mounds State Recreation Area, 14108 State Route 101, Brookville, IN 47012
- Blackwater River, Mud Bay, and their recreation areas at Collier-Seminole State Park, 20200 Tamiami Trail E, Naples, FL 34114
- Choctawhatchee Bay and its recreation area at Fred Gannon Rocky Bayou State Park, 4281 State Road 20, Niceville, FL 32578
- Lake Hall and its recreation area at Alfred B. Maclay Gardens State Park, 3540 Thomasville Road, Tallahassee, FL 32309
- Big Lagoon and its recreation area at Big Lagoon State Park, 12301 Gulf Beach Highway, Pensacola, FL 32507

- South Creek and its recreation area at Oscar Scherer State Park, 1843 S. Tamiami Trail, Osprey, FL 34229
- Little Crawl Key and its recreation area at Curry Hammock State Park, 56200 Overseas Highway, Marathon, FL 33050
- Great Egret Lake and its recreation area at Doral Central Park, 3000 NW 87th Avenue, Doral, FL 33172
- Black Crowned Night Heron Lake and its recreation area at Doral Glades Park, 7600 NW 98th Place, Doral, FL 33178
- Shingle Creek and its recreation area at Shingle Creek Regional Park, 4266 W. Vine Street, Kissimmee, FL 34741
- Apalachicola Bay and its recreation area at Dr. Julian G. Bruce St. George Island State Park, 1900 E Gulf Beach Drive, St. George Island, FL 32328
- The Intracoastal Waterway and its recreation area at Gamble Rogers Memorial State Recreation Area, 3100 S. Ocean Shore Boulevard, Flagler Beach, FL 32136
- Hammertown Lake and its recreation area in Jackson, Ohio 45640
- Findley Lake and its recreation area at Findley State Park, 25381 OH-58, Wellington, OH 44090
- C.J. Brown Reservoir and its recreation area at Buck Creek State Park, 1976 Buck Creek Lane, Springfield, OH 45502
- Caesar Creek Lake and its recreation area at Caesar Creek State Park, 8570 OH-73, Waynesville, OH 45068
- Dillon Lake and its recreation area at Dillon State Park, 5265 Dillon Hills Drive, Nashport, OH 43830
- Lake Loramie and its recreation area at Lake Loramie State Park, 4401 Ft Loramie-Swanders Road, Minster, OH 45865
- Mt. Gilead Lake and its recreation area at Mt. Gilead State Park, 4353 OH-95, Mt. Gilead, OH 43338
- Portage Lakes and their recreation area at Portage Lakes State Park, 5031 Manchester Road, Akron, OH 44319
- Turkey Creek Lake and its recreation area at Shawnee State Park, 4404 State Route 125, West Portsmouth, OH 45663
- Michael J. Kirwan Reservoir and its recreation area at West Branch State Park, 5708 Esworthy Road, Ravenna, OH 44266
- Wingfoot Lake and its recreation area at Wingfoot Lake State Park, 993 Goodyear Park Boulevard, Mogadore, OH 44260
- William H. Harsha Lake and its recreation area at East Fork State Park, 3294 Elklick Road, Bethel, OH 45106
- Forked Run Lake and its recreation area at Forked Run State Park, 63300 OH-124, Reedsville, OH 45772

- The lake and its recreation area at Jesse Owens State Park, Horse Run Road, Cumberland, OH 43732
- Lake Milton and its recreation area at Lake Milton State Park, 16801 Mahoning Avenue, Lake Milton, OH 44429
- Lake White and its recreation area at Lake White State Park, 2767 OH-551, Waverly, OH 45690
- Kentucky Lake and its recreation area at Piney Campground, 621 Fort Henry Road, Dover, TN 37058
- Kentucky Lake and its recreation area at Paris Landing State Park, 16055 Highway 79 N, Buchanan, TN 38222
- Marbury Creek Reservoir and its recreation area at Fort Yargo State Park, 2019 Fort Yargo Avenue, Winder, GA 30680
- Wind Creek and its recreation area at Wind Creek State Park, 4325 AL-128, Alexander City, AL 35010
- Alabama River and its recreation area at Roland Cooper State Park, 285 Deer Run Drive, Camden, AL 36726
- Lake Phalen and its recreation area at Phalen Regional Park, 1400 Phalen Drive, St. Paul, MN 55106
- Assawoman Bay and its recreation area at Fenwick Island State Park (Assawoman Recreation Area), 284 Coastal Highway, Fenwick Island, DE 19944
- Indian River Bay and its recreation area at Delaware Seashore State Park (Tower Road Bayside), 38917 Tower Bay Road, Rehoboth Beach, DE 19971
- Assawoman Canal and its recreation area at Delaware Seashore State Park (Assawoman Canal Trailhead/Kayak Launch), 7 Town Road, Ocean View, DE 19970
- Silver Lake and its recreation area at Silver Lake County Park, 15800 Silver Lake Road, Haymarket, VA 20169
- Lake Madison and its recreation area at Madison Lake Park, 1215 E Collard St., Madisonville, TX 77864
- Broad Bay and its recreation area at First Landing State Park, 2500 Shore Drive, Virginia Beach, VA 23451
- Swift Creek Lake and its recreation area at Pocahontas State Park, 10301 State Park Rd, Chesterfield, VA 23832
- Claytor Lake and its recreation area at Claytor Lake State Park, 6620 Ben H Bolen Dr, Dublin, VA 24084
- Smith Mountain Lake and its recreation area at Smith Mountain Lake State Park, 1235 State Park Rd, Huddleston, VA 24104
- Hungry Mother Lake and its recreation area at Hungry Mother State Park, 2854 Park Blvd, Marion, VA 24354

- The Rappahannock River and its recreation area at Belle Isle State Park, 1632 Belle Isle Rd, Lancaster, VA 22503
- Lake Anna and its recreation area at Lake Anna State Park, 6800 Lawyers Rd, Spotsylvania, VA 22551
- Douthat Lake and its recreation area at Douthat State Park, 14239 Douthat State Park Rd, Millboro, VA 24460
- Fairy Stone Lake and its recreation area at Fairy Stone State Park, 967 Fairystone Lake Dr, Stuart, VA 24171
- Bear Creek Lake and its recreation area at Bear Creek Lake State Park, 929 Oak Hill Rd, Cumberland, VA 23040
- The Rouge River and its recreation area at the Rouge River Launch at Kessey Fieldhouse, 4300 S Dearborn St, Melvindale, MI 48122the Friends of Land Between the Lakes

6. ORDINARY WEAR AND TEAR. Each item of Equipment is inspected periodically. The value of any damage to the Equipment incurred during the Rental Term and exceeding ordinary wear and tear will be charged to Renter's credit card.

7. RISK OF LOSS. During the Rental Term, Renter shall bear all risk of any loss, damage, destruction, theft, taking, confiscation, or requisition, partial or complete, of or to such unit of Equipment or its use, however caused or occasioned ("Loss"). At the termination of the Rental Term or sooner, Renter shall notify Lessor of Renter's learning of any such loss, including by uploading photographs of such Loss pursuant to the on-screen instructions provided to Renter on the Website Application. If Lessor determines in its sole discretion that a Loss has materially impaired the unit of Equipment affected or its use, then Renter shall pay, on Lessor's demand, and within seven (7) days of notice by Lessor of such determination, the replacement value of the unit of Equipment as of the date immediately preceding the Loss. If Lessor determines in its sole discretion that a Loss has not materially impaired the unit of Equipment, then, at Lessor's sole option, (i) Renter shall, at Renter's sole expense, promptly repair or cause to be repaired such unit of Equipment to the satisfaction of Lessor, or (ii) Lessor shall repair or cause to be repaired such unit of Equipment at Renter's sole expense.

8. RETURN OF RENTAL EQUIPMENT. At the termination of the Rental Term or sooner, Renter agrees to (i) follow the on-screen prompts and instructions provided to Renter in the Website Application; (ii) return the Equipment to the Kiosk in as good a condition as when it was received by Renter without damage or destruction; and (iii) photograph and secure the Equipment as instructed. Renter shall be liable for any damage to the Equipment, including, if indicated, complete replacement thereof.

9. COMPLIANCE WITH LAW AND LAW ENFORCEMENT. Renter agrees to obey and comply (at his or her own expense) with all federal, state, county, municipal, and local regulations (including boating regulations), laws, ordinances, and lawful directives, including from appropriate emergency or law enforcement personnel, while operating, renting, or in possession of any Equipment. Renter is solely responsible for any violation of law or ordinance, infraction, or citation, occurring during the use of, or as the result of using, such Equipment. Renter further agrees to pay all licenses, fines, fees, penalties, and

taxes arising from his own use of the Equipment, including those any subsequently determined to be due. Renter will not use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner.

10. RENTER'S OBLIGATIONS OF SAFE OPERATION AND HANDLING OF EQUIPMENT.

Renter hereby represents, warrants, and promises the following:

- (a) Renter has examined the Equipment and finds it in good working order, condition, and repair.
- (b) Renter is capable of safely operating and handling the Equipment.
- (c) Renter has adequate skills, knowledge, and experience to safely operate the Equipment for the purposes intended within the scope of Renter's planned activity, and Renter has made adequate preparations with regard to all participants to ensure safe completion of activity.
- (d) Renter has disclosed the identities and relevant information required by Lessor regarding all intended participants in the use of the Equipment subject to this Agreement.
- (e) Renter agrees to use the Equipment for its intended purpose only.
- (f) If Renter has any question about the rules or the operation of the Equipment, Renter agrees to call Lessor's **customer service line** at **(860) 837-0334**.
- (g) By selecting "Agree to Document" on the Website Application when prompted, Renter signifies that Renter has been informed of this Agreement and the rules and regulations set forth herein, and that Renter agrees to abide by them. This includes having completed the "Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation" required by Rule 68D-34.002, Florida Administrative Code for renters in the state of Florida.

11. RELEASE OF LIABILITY AND ASSUMPTION OF RISK. In consideration for the intangible value to Renter from using the Equipment and participating in any watercraft, kayaking, and paddleboard activities ("Activities") provided or arranged by Lessor.

Renter, on behalf of Renter and as natural guardian of any minor child of Renter who may use the Equipment or engage in any of the Activities, hereby agrees to the following terms of this Release:

- (a) **I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT LESSOR IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING. I UNDERSTAND THAT LESSOR MAKES NO WARRANTY AS TO THE FITNESS OR SUITABILITY OF THE EQUIPMENT, WHICH I USE AT MY OWN RISK. I AM FULLY RESPONSIBLE FOR MY OWN SAFETY AND FOR THE EQUIPMENT. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF LESSOR, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF LESSOR. NOTWITHSTANDING THE RISK, I**

ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OR GROSS NEGLIGENCE OF LESSOR OR OTHERWISE.

- (b) I hereby freely assume all the inherent as well as any other risks not listed that are associated with participating in the Activities, whether foreseen or unforeseen. I understand that (i) the Activities are hazardous; (ii) I may be exposed to inherent dangers and hazards, including but not limited to falls, slips, fractures, concussions, dangerous or unanticipated weather, lightning, overexertion, overheating, injuries from my lack of fitness or conditioning, unpredictable water currents, hypothermia, hostile or aggressive wildlife such as snakes and alligators, venomous or disease-carrying animals or insects, communicable diseases, exposure to allergens which could cause life threatening reactions, drowning, death, equipment failures, and negligence of others; (iii) as a consequence of these risks and other risks associated with the Activities that may not be listed here, I may become seriously ill, hurt, disabled, or may die from the resulting injuries, and/or my property may also be damaged; and (iv) hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited, or unavailable during portions of the Activities.
- (c) I hereby expressly waive and unconditionally release any and all claims, now known or hereafter known, for any and all liabilities, costs, expenses, claims, and damages against Lessor, its officers, directors, manager(s), employees, agents, contractors, affiliates, members, successors, and assigns, as well as against the Commonwealth of Pennsylvania, the State of Oregon, the State of Illinois, the State of Colorado, the State of Florida, the State of Arkansas, the State of South Carolina, the State of Michigan, the State of Indiana, the State of Alabama, the State of Ohio, the State of Texas, the State of Delaware, the Commonwealth of Virginia, the State of Tennessee, the State of Georgia, the City of Doral, Florida, the City of Kissimmee, Florida, the County of Osceola, Florida, the City of St. Paul, Minnesota, the Town of Carver, Massachusetts, the City of Everett, Massachusetts, the City of Spartanburg, South Carolina, the County of Spartanburg, South Carolina, the Village of Ruidoso, New Mexico, the City of Stroud, Oklahoma, the City of Portland, Texas, the City of Sugar Land, Texas, the City of Everett, Washington, the City of Lake Stevens, Washington, the County of Jackson, Michigan, the Grass Lake Township, Michigan, the Grass Lake Senior Center of Grass Lake, Michigan, the City of Clintonville, Wisconsin, the Pigeon Lake Protection & Rehabilitation District, the County of Kenosha, Wisconsin, the Town of Hope Mills, North Carolina, the City of New Bern, North Carolina, the County of Craven, North Carolina, the City of Jackson, Ohio, the Jackson County Convention and Visitors Bureau, the Jackson County Park District (Ohio), the City of Timnath, Colorado, the County of Prince William, Virginia, the City of Madisonville, Texas, the City of Melvindale, Michigan, the Friends of Land Between the Lakes, and their respective agencies, departments, commissions, employees, officers, and directors, and any municipal, county, or governmental providers of use permits

(collectively, the “Releasees”), on account of any injury, disability, death, or property damage to me or any other person, or to or any property arising out of or attributable to my participation in the Activities including, but not limited to, during use and/or transportation to or from the Activities, whether arising out of the ordinary negligence or gross negligence of Lessor, any Releasee, or otherwise. I covenant not to make or bring any such claim against Lessor or any other Releasee, and forever release and discharge Lessor and Releasees from liability under such claims. This waiver and release does not extend to claims for intentional torts or any other liabilities that Connecticut law does not permit to be released by agreement.

- (d) I understand that the activity involves risk. I agree that I will follow the safety and other rules and instructions of the State of Connecticut, Pennsylvania, Oregon, Illinois, Colorado, Massachusetts, South Carolina, Oklahoma, Texas, Florida, Arkansas, Minnesota, North Carolina, Michigan, Wisconsin, Washington, Tennessee, Indiana, Ohio, Alabama, New Mexico, Delaware, Virginia, or Georgia (whichever state the activity is to be conducted in), and their agencies, subdivisions, and local governments at all times while participating in the Activities.
- (e) I shall defend, indemnify, and unconditionally hold harmless Lessor and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney’s fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against Lessor or any other Releasee in a judgment or resulting from or arising out of any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the negligence of Lessor. In accordance with these promises, I will reimburse any Releasee for any damages, reasonable settlements and defense costs, including attorney’s fees, which such Releasee incurs because of any such claims made against it. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian, who will be obligated to respect and enforce them.
- (f) I hereby waive and release, in advance, on behalf of any minor children for whom I am parent, legal guardian, or otherwise responsible, who may use the Equipment or engage in the Activities, any claim or cause of action against Lessor and Releasees, or any owner, affiliate, employee, or agent of Lessor or any Releasee, which would accrue to any of such minor children for personal injury, including death, and property damage, resulting from an inherent risk in the Activities.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN OR RESPONSIBLE ADULT

READ THIS FORM COMPLETELY AND CAREFULLY. BY EXECUTING THIS DOCUMENT AND ALLOWING YOUR MINOR CHILD TO UTILIZE THE EQUIPMENT, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LESSOR AND/OR RELEASEES USE 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 LESSOR AND/OR RELEASEES 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 LESSOR HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LESSOR AND RELEASEES.

12. COMPLIANCE WITH RENTAL RULES AND REGULATIONS. Renter agrees to obey all of the following rental rules, regulations, policies, and procedures in effect at the time of this Agreement:

- IN CASE OF AN EMERGENCY CALL 911.
- For all questions about the rules or operation of the Equipment, call Lessor's customer service hotline at (860) 837-0334.
- Renters must comply with all state boating laws when using rental watercraft.
- State law requires that each person have a Coast Guard Approved Personal Flotation Device ("PFD") onboard that is properly sized and fitted. If there is not a properly sized PFD available or if a PFD is in need of repair, stop using the Equipment, return it, and notify Whenever Watersports via the customer service line.
- ALL PADDLERS (children and adults) must wear a Coast Guard Approved life jacket / Personal Flotation Device ("PFD") that is properly sized and fitted AT ALL TIMES.
- All Equipment MUST BE RETURNED and properly locked in the Kiosk.
- Carefully inspect the Equipment prior to using it to ensure there are no punctures, holes, or damage that might cause the Equipment to take on water. Check to ensure kayaks do not have water in their hulls. You agree, prior to operating the Equipment, to stop using the Equipment and call our customer service line if there are any issues with the Equipment. If you later determine the Equipment is not operating properly, immediately stop using the Equipment, return it, and call our customer service line.
- You must be 18 years of age or older to rent without an adult.
- Adult supervision is required at all times for all minor children under 18 years of age.
- You (or your child, as applicable) must not be under the influence of alcohol, drugs, or have taken any medication that may impair your (or your child's, as applicable) ability to properly utilize the Equipment.

- Parents or guardians are responsible for their children's actions while they are aboard the rental watercraft or otherwise using the Equipment.
- No jumping off or swimming from the rental watercraft.
- No horseplay is allowed when using the rental watercraft.
- Do not exceed the maximum weight capacity of any vessel at any time during the rental period.
- If a storm is approaching or lightning is observed, return to the beach, dock, or a sheltered shoreline immediately.
- The use of rental watercraft during the night hours between sunset and sunrise is prohibited.
- Do not pull/tow kayaks, paddle boards, or other rental equipment behind another boat or other motorized watercraft unless it is an emergency situation.
- Do not detach hatch covers, drain plugs, leashes, or other attachments under any circumstances.
- By signing this agreement, you certify that you have completed the safety course at <https://www.rentalboatsafety.com/canoes-kayaks#test>.
- By signing this agreement, you hereby acknowledge you have received the required pre-rental and pre-ride instruction on each acknowledged component listed below, and understand the rules and information provided in this orientation:
 - Operator responsibility: Operator is responsible for the safe and proper operation of the vessel; avoid careless, reckless and negligent operation of vessels; effects of alcohol, controlled substances and stressors.
 - Navigation rules: maintain a proper lookout; keep a safe distance from other vessels and objects; operate at a safe speed for the conditions, location and environment; operate in a defensive manner; requirements to give way to other vessels; and vessel right of way.
 - Aids to navigation; buoys and other waterways markers.
 - Special waterway hazards: operation within 300 feet of emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag.
 - Awareness of changes to weather or water conditions and proper responses to those changes.
 - Characteristics of vessels (steering, stopping, propulsion, etc.): discuss in general as well as for the specific vessel being leased or rented.
 - Location and content of manufacturer warning labels.
 - Location of and proper use of safety equipment.
 - Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations.
 - Problems seeing other vessels and being seen by them.
 - Dangers of reckless operations, such as wake surfing and jumping.
 - Boating safety identification cards, age and engine requirements: discuss any applicable boating safety education requirements.
 - Photographic identification.

- Boating accidents: causes and prevention of accidents; legal requirements: remain on-scene, render assistance, report incident to authorities.
- Florida divers-down warning device requirements.
- Noise, nuisances and other environmental concerns.
- Manatee awareness (if applicable to location).
- Ecosystem awareness based on local issues.
- Specific operational characteristics of the vessel being leased or rented.
- Local characteristics of the waterway where the leased or rented vessel is intended to be operated, to include: navigational hazards; boating restricted areas; water depths.

Lessor reserves the right to change such policies and procedures from time to time, without notice, provided, however, that the policies and procedures applicable to any rental of Equipment are the ones in effect at the time of such rental. Renter is solely responsible for all violations of such policies and procedures committed during the rental period, even if committed by persons other than Renter.

13. DISCLAIMER OF WARRANTIES. This Agreement is a complete and exclusive statement of the understanding between the Parties. There are no express warranties beyond those expressly stated in this writing. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN LESSOR ARE WARRANTIES MADE ONLY BY SUCH MANUFACTURER OR SUPPLIER, NOT BY LESSOR, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS LESSOR FURNISHES RENTER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY LESSOR ON ITS OWN BEHALF. LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: ON ALL GOODS, EQUIPMENT, AND SERVICES LEASED BY LESSOR. **WITH RESPECT TO THE GOODS AND EQUIPMENT LEASED UNDER THIS AGREEMENT, LESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, EXCEPT AS EXPRESSLY STATED HEREIN.** RENTER ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, RENTER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY LESSOR, OR ANY OTHER PERSON ON LESSOR'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

14. AS IS. The Equipment rented under this Agreement is rented "AS IS" and "WITH ALL FAULTS."

15. NO SUBLEASE OR ASSIGNMENT. I understand and agree that I have no right to sublease the Equipment or to assign this Agreement, any interest therein, or the use or possession of the Equipment, to any other person. If I break this promise, I will assume any and all liability and compensate Lessor for any loss Lessor may suffer as a result.

16. EVENTS OF DEFAULT. Each of the following is an "Event of Default" under this Agreement:

- (a) if Renter fails to pay when due any rent or any other amount under this Agreement;
- (b) if Renter defaults in the observance or performance of any term, covenant, or condition of this Agreement on Renter's part to be observed or performed; or
- (c) if Renter's interest or any portion thereof in this Agreement devolves on or passes to any other person, whether by operation of law or otherwise.

17. REMEDIES. If an Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies:

- (a) declare this Agreement in default;
- (b) terminate in whole or in part this Agreement;
- (c) take possession of, or render unusable, any unit of Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Renter for any damages occasioned by such action (and no such action shall by itself constitute a termination of this Agreement);
- (d) require Renter to deliver any unit of Equipment in the condition required under this Agreement to a location designated by Lessor;
- (e) proceed by court action to enforce performance by Renter of this Agreement and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; or
- (f) exercise any other right or remedy available to Lessor at law, in equity, by statute, in any other agreement between the parties, or otherwise.

18. MISCELLANEOUS. Any and all terms set forth in the Website Application are incorporated herein and made a part hereof. The recitals stated at the beginning of this document are incorporated into and made a part of this Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior letters, agreements, and memoranda of understanding. This Agreement may not be amended, and no obligation hereunder shall be deemed waived, except by a writing signed by the party against whom enforcement of the modification is sought. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Time is of the essence of this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations, or liability under or by reason of this Agreement. The various headings and titles used herein are for convenience only and shall not affect the interpretation of any of the provisions hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular number

shall include the plural, and vice versa. The parties hereby agree that any interpretation hereof shall not be construed against the drafter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. The signatures of all the parties do not need to be on the same counterpart for it to be effective. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. Each party hereby agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably request in order to give effect to the provisions and purposes of this Agreement. This Agreement shall be governed by the laws of the State of Connecticut, without reference to conflict of laws principles. Unless agreed by the Parties to be resolved by arbitration (which shall take place in Hartford County, Connecticut unless otherwise agreed by the Parties), each party consents to personal jurisdiction and venue, for any action involving any controversy or claim arising out of or relating to this Agreement, in the Superior Court in and for Hartford, Connecticut, and agrees that any such action shall be brought and maintained exclusively in such Court. **EACH PARTY WAIVES THE RIGHT TO JURY TRIAL** with respect to any controversy or claim arising out of or relating to this Agreement, the Equipment, or the Activities. If any legal action shall be instituted to interpret or enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, including those incurred on appeal. All representations, warranties, and indemnifications made in this Agreement, and all terms and provisions hereof intended to be observed and performed after the expiration or termination hereof, shall survive such expiration and termination and continue, thereafter, in full force and effect.

19. ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Connecticut Uniform Electronic Transactions Act (Connecticut General Statutes § 1-266 through § 1-286, inclusive) as amended from time to time, and pursuant to 15 U.S.C. § 7001.

20. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), including FedEx and UPS; (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the

third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

If to Lessor:

1245 Farmington Ave, #1408

West Hartford, CT 06107

Email: contact@wheneverwatersports.com

If to Renter:

At such address as is associated with Renter's credit card.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

Lessor:

WHENEVER WATERSPORTS LLC, a Connecticut limited liability company

Renter:

Signature: _____

Printed Name: _____

Date: _____

[Form revised May 15, 2026]