

This Contract and Release is entered into on the date below by and between BEACH EASY NJ LLC (herein "Beach Easy NJ") and each adult Renter whose name and signature appear below and who sign this Agreement on his or her own behalf, and/or on behalf of any minor whose name appears below, and such Renter warrants that he or she has the authority to enter into this Agreement on his or her own behalf and that he or she has bound himself or herself to fulfill all duties and obligations of each minor listed below. Each adult and minor is herein referred to as a "Renter."

IT IS HEREBY AGREED AS FOLLOWS:

- I. Beach Easy NJ hereby rents to Renter, and Renter hereby rents from Beach Easy NJ, a Sand Helper Electric Wheel Chair mobile chair device (the "Chair") and ancillary items of equipment supplied by Beach Easy NJ, including battery pack, battery charger, keys and lock (collectively, the "Equipment"). THIS RENTAL IS FOR THE SOLE AND EXCLUSIVE USE OF RENTER. HE OR SHE SHALL NOT ALLOW ANY OTHER PERSON TO USE OR OPERATE THE SAME AT ANY TIME. The rental is for use during the period beginning on, and ending on, the dates listed on the receipt for this rental. The Renter shall pay, simultaneously with the signing of this Agreement, the amount listed on the receipt for the total number of days rented, together with a deposit of \$_____ to use and apply as needed to ensure the safe and undamaged return of the Chair and Equipment or to pay for losses caused by Renter.
- II. In addition, Renter authorizes Beach Easy NJ to photograph Renter's driver's license or other acceptable form of personal identification and to charge his/her credit card in the event of loss, damage, and/or delay in the return of the Chair and Equipment.
- III. Renter expressly confirms that he or she will use the Chair and Equipment in or around the beach it was delivered to, and Renter will not take the Chair and Equipment to any other location without the express written permission of Beach Easy NJ. Renter further confirms that he or she is staying overnight at the address on their receipt while he or she has the Chair and Equipment and Renter is responsible for the safe care and storage of the Chair and Equipment where Renter is staying and at all times while Renter has the Chair and Equipment in Renter's possession hereunder.
- IV. Renter understands and agrees that the Chair and Equipment are in limited supply and customers of Beach Easy NJ have reserved dates and times to use the Chair and Equipment, so Renter shall be liable to Beach Easy NJ for a late charge of twice the daily rent for each day or partial day the Chair and Equipment are not timely returned to the designated location. Renter shall be responsible for and shall hold harmless, defend and indemnify Beach Easy NJ, its officers, members, agents, and employees from and against any and all third party claims, liabilities, demands and judgments, including its reasonable attorney's fees, if Renter's damage to the Chair and/or Equipment, or its failure or delay in returning the same, causes such losses.
- V. Renter acknowledges that he or she is fully aware of the inherent dangers and risks of riding a Chair on the beach, on sidewalks and streets, and Renter hereby assumes all risks that may arise as a result of his or her riding and participation, including, but not limited to, risks of bodily injury and property damage that may result from: the Renter's falling from or with the Equipment; the Renter's collision and/or near collision with vehicles, third parties, and/or their possessions and/or vehicles. Renter acknowledges that he or she has inspected the Chair and Equipment and that there are no visible defects in the same (or if there are any, Renter has noted the same, in writing, in the area designated on the checklist below).
- VI. Renter assumes full responsibility for the Chair and Equipment from the time of his or her first possession of the same and until it is returned to, and properly secured at, the designated location approved by Beach Easy NJ, and he or she agree to compensate Beach Easy NJ for all damages to and/or loss of the Chair and Equipment, whether caused by theft, negligence, intentional misuse, or otherwise,

excluding normal wear and tear (“Damages”). If Renter has placed a credit card on file with Beach Easy NJ, the company may charge the card to cover these expenses.

VII. Renter represents that he or she is not pregnant, weighs not more than 350 lbs., is at least sixteen (16) years of age, and that his or her medical condition will not impair his or her ability to operate the Chair and Equipment without risk to Renter or to others. Renter represents that he or she has no medical or physical impediment which would endanger Renter or others, if he or she uses the Chair. If Renter is signing for a minor, Renter represents that the minor falls within the above weight range, and is otherwise in sound medical condition and capable of operating Chair and Equipment without risk to the minor or others, and that the minor has no medical or physical impediment which would endanger the minor or others, while using the Chair.

VIII. Renter understands that the use of a Chair is subject to all traffic laws, signs, rules and regulations which pertain to pedestrians and moving vehicles, and those regulations which are intended to protect pedestrians, and a Renter has the express obligation, among others, to give the right-of-way to pedestrians and other human powered devices (i.e. bicycles, wheelchairs, wagons, scooters, etc.), and to provide a warning when overtaking and passing pedestrians and human powered devices. Renter agrees to adhere to the rules and regulations that Beach Easy NJ provides, including through its orientation/instructions process. Use of mobile telecommunications equipment is prohibited while operating the Chair and Equipment.

IX. In consideration of being permitted to rent the Chair and Equipment and to operate the same, Renter on his or her own behalf, and on behalf of each minor designated below, and on behalf of his, her, and/or their, heirs, assigns and legal representatives (each of the foregoing is a “Releasor”) does hereby release, indemnify, forever discharge, and agree to hold harmless Beach Easy NJ and Sand Helper LLC (the Chair distributor) (and their respective officers, directors, members, employees, agents, and contractors – collectively, “Releasees”) from any and all claims, demands, rights, and causes of action of whatsoever kind, whether in tort, by contract, under any product liability theory and/or statutory basis, or otherwise, which may arise and/or result from personal injuries, property damage, death, illness, and/or any other source, occurring during and/or resulting from his, her, and/or their, rental of the Chair and Equipment. If any lawsuit or other claim is brought by Renter, or by anyone on behalf of a minor on whose behalf Renter entered into this Agreement, which arises from or relates to injuries sustained to the person or property of Renter and/or such minor during, or as a result of, his or her use of the Chair and Equipment, then Renter shall be responsible for all of Releasees’ defense costs, including, its reasonable legal fees, and in addition, Renter shall be obligated to pay in full the amount of any resulting judgment entered against Releasees, or any one or more of them, and/or the amount of any good faith settlement agreed upon by Releasees, or any one or more of them, to avoid a trial or other adverse disposition of such claim.

XI. Renter further acknowledges and understands that Beach Easy NJ has a limited supply of Chairs and Equipment and that Chair and Equipment breakdowns can occur in the ordinary course of their use. In the event of such breakdown, if Beach Easy NJ cannot efficiently repair or replace the Chair so as to make the same readied for Renter’s continued use of the same, Renter’s sole and exclusive recourse shall be to accept a refund of the prepaid rental fee, prorated, based on the number of days and partial days of use prior to the need for repair, together with the deposit. Under no circumstances shall Beach Easy NJ be liable for any other damages or losses.

Name	Minor?	Signature	Date
_____	Under 18?	_____	_____

Name	Minor?	Signature	Date
_____	Under 18?	_____	_____