

Terms and Conditions for Activity Reservation and Equipment Use Agreement

READ BEFORE SIGNING

Name / Description of Activity or Event _____

By providing your information and signing this Activity Reservation (the "Reservation") and accepting these Terms and Conditions you, on behalf of yourself and all Participant Individuals participating in the Activity, agree to be bound by the Reservation and these Terms and Conditions. The Reservation, these Terms and Conditions, and the Liability Waiver together constitute a "Contract" between you (and the Participants) and the Outfitter. If you do not agree to any of the terms of the Contract, do not accept these Terms and Conditions and do not complete the Reservation.

1. Definitions:

- (a) The "**Date In**" is the last day of the Activity and the date on which the Equipment is to be returned to the Outfitter, as specified in the Use.
- (b) The "**Date Out**" is the first date of the Activity specified in the Reservation and confirmed in the Use Agreement.
- (c) The "**Drop-Off Location**" is the location specified in the Reservation and confirmed in the Use Agreement at which you will return the Equipment you use for the Activity.
- (d) The "**Due Back Time**" is the time specified in the Reservation and confirmed in the Use Agreement and the time by which you must drop off the Equipment you use for the Activity.
- (e) "**Equipment**" includes all equipment you use from the Outfitter for purposes of the Activity and may include hand and power tools, facilities, books, and other items. All Equipment utilized in the Shop is included in this agreement.
- (f) The "**Liability Waiver**" is that Participant Release of Liability and Assumption of Risk Agreement that all Participants must consent to before beginning the Activity.
- (g) The "**Outfitter**" is HLS Property Management, LLC, a Georgia limited liability corporation that manages the venue for the owner, and if not HLS, the Outfitter as identified in the Reservation.
- (h) The "**Participants**" are the individuals who will participate in the Activity and whom you have listed on the Reservation.
- (i) The "**Start Location**" is the location of the Activity specified in the Reservation at which you will use the Equipment and begin the Activity.

(j) The "**Use Agreement**" is the document you and all Participants will sign on the day of the Activity confirming this Contract, consenting to the Liability Waiver, and indicating the specific Equipment being used by you.

(k) The "**Time Out**" is the time specified in the Reservation and confirmed in the Use Agreement and the time at which you pick up the Equipment for the Activity.

(l) The "**Activity**" is the event in which the Participants will participate as indicated in the Reservation. The Activity includes the use of Equipment Use and any guide or trainer services you purchase.

2. The Activity: You have reserved the Activity for the number of Participants specified in the Reservation. Upon our receipt of your payment, your Activity is reserved. Upon your arrival at the Start Location on the Date Out, you will be required to complete Use Agreement which confirms your Use of the Equipment and participation of each Participant in the Activity. Each Participant will be required to sign the Use Agreement confirming his or her agreement with this Contract, including the Liability Waiver. While Outfitters make every effort to stick to the schedule and locations stated in your Reservation, there are times when it will be necessary to change the Time Out, Time In, Use Location, Drop-Off Location or other details of the Activity. In that case, such changes will be noted on the use Agreement.

3. Use of the Equipment:

(a) You are using from the Outfitter the Equipment specified in the Reservation for the duration of the Activity. You agree to return the Equipment to the Outfitter at the Drop-Off Location no later than the Time Due Back as specified on the Reservation and confirmed on the use Agreement. Unless the Reservation or Use Agreement specifies otherwise, the Drop-Off Location is the Start Location.

(b) If you fail to return any portion of the Equipment by the Time Due Back such failure may constitute an unauthorized taking and you will be fully liable for all legal fees, costs, and expenses, including consequential loss of potential Use income to the Outfitter and the replacement cost of the Equipment.

4. Payment:

(a) The rates quoted on the website are per person per Activity unless specified otherwise, and include sales tax. The Reservation lists the total price for the Activity for all Participants you listed (the "Activity Price"). The Activity Price must be paid, in full, in conjunction with completing the Reservation. In addition to paying the Activity Price, if you have rented any gas powered Equipment, you are responsible for returning such Equipment with a full tank of gas.

(b) The Activity Price is refundable based on the terms of the Activity booked.

(c) If the Outfitter brings any actions to enforce the Reservation, these Terms and Conditions, the Use Agreement or any other provisions of the Contract, or to recover any amounts due hereunder, you shall pay all attorneys' fees, court costs and other expenses associated with such action.

5. Ownership:

You understand and agree that the Equipment you are using remains the property of the Outfitter. You understand that no right, title, or interest in any of the Equipment shall pass to you. For purposes of enforcing Outfitter's ownership of the Equipment and for purposes of protecting Outfitter's rights under this Contract, you agree that Outfitter may retake possession of the Equipment at any time and for purposes of taking possession of the Equipment, the Outfitter or its or their agents may enter upon your premises, including the premises of any Participant. You hereby waive the right of any action against the Outfitter or its or their employees or agents by reason of such retaking or entry.

6. Damage or Loss of Equipment:

You shall be responsible and agree to pay Outfitter for any loss, theft, disappearance, collision or other damage to the Equipment and to reimburse Outfitter at replacement cost for any casualty occurring while the Equipment is in your custody regardless of any other party at fault. You further agree to pay for towing, salvage or other services and expenses incurred in order to recover, secure, repair or replace the Equipment as a result of your use or operation of the Equipment.

7. Release / Waiver of Liability:

(a) You agree that you have received information regarding the risks involved and skills required for undertaking lake and river boating activities, and the special hazards of the Activity you have selected. You agree to provide and are responsible for providing such information to all Participants.

(b) Before beginning the Activity all Participants (or their legal guardians if they are minors) will be required to sign the Use Agreement consenting to the Liability Waiver. In order to facilitate review of the Liability Waiver by all Participants, you may print copies of the Liability Waiver and distribute them to Participants. In the event a minor Participant will not be accompanied by his or her parent or guardian, you may have the Liability Waiver signed for that Participant and bring it with you on the Date In. No one will be allowed to participate in the Activity or use the Equipment without consenting to the Liability Waiver.

(c) Certain Outfitters and venues require a different or additional waiver of liability, and if this is a requirement for your Activity, you will be presented with the additional documents on the Date Out at the Pick Up Location.

8. Personal Property:

You are responsible for the loss of or damage to any and all personal items, articles, equipment or any other property that you bring on the Activity. Neither the Outfitter nor any of the guides or trainers you engage shall be responsible for such personal items, articles, equipment or other property.

9. Permits/Fines:

You are responsible for obtaining and paying for any permits or licenses (including fishing licenses), required for your Activity, excluding boat registrations. You agree to operate the Equipment in accordance with all county, state, or federal laws and boating regulations and to be personally responsible for any fines or assessments incurred due to your failure to comply with such laws and regulations or due to negligent operation of the Equipment. If the Equipment, or any portion thereof, is seized or commandeered, you are responsible to the Outfitter for the

full replacement cost of the Equipment including loss of Use revenues, as if total loss of the Equipment had occurred. You agree to defend, indemnify and hold harmless Outfitter and its or their officers, directors, employees and agents for all claims, liabilities, damages, actions or causes of actions, including, without limitation attorneys' fees (collectively "Claims") arising out of or resulting from your failure to comply with laws or regulations or from your negligent operation of or willful misconduct in the operation of the Equipment.

10. Operations/Use of Equipment:

You acknowledge that you have been informed of the whereabouts of and have received usage instructions regarding the use of all safety equipment provided with the Equipment. You agree to operate Equipment at all times in accordance with the terms of this Contract. You will not, at any time, allow any person(s) to use, operate or be carried in the Equipment without approved personal floatation devices being worn by each person. You warrant that you have appropriate knowledge of operation of the Equipment and understand and agree that this Use is not contingent upon your prior experience with the specific Equipment. You further agree and understand that you will be provided with minimal written and/or oral instructions in the operation of said Equipment. You agree that towing of other boats is prohibited and that no water skiing or tubing is allowed on fishing boat Uses. You further agree to defend, indemnify and hold harmless Outfitter and its or their officers, directors, employees and agents for all Claims arising out of or resulting from your use or operation of the Equipment. You understand that should you permit the operation of the Equipment by a member of your party other than yourself, all terms and conditions of this Contract remain the same, and your liability and responsibility shall not cease or be altered in any way. You warrant and agree not to operate the Equipment while under the influence of alcohol or illegal drugs and not to carry or transport alcohol or illegal drugs.

11. Third Party Liability:

You acknowledge and agree that you are solely responsible for any and all property damage or bodily injury arising out of or relating to your use and operation of the Equipment and that the Outfitter provides no liability protection or insurance to you or to any Participants. You agree to defend, indemnify and hold harmless Outfitter and its or their officers, directors, employees and agents for all Claims arising out of or resulting from your use and/or operation of the Equipment. You further assume all risk involved in the use and/or operation of the Equipment and acknowledge the inherent and natural hazards and perils of boating waterways.

12. Notice of Loss or Damage:

You agree to immediately report any accident, loss or damage to the Equipment to the Outfitter's Use agent, and further agree to cooperate and provide written or oral statements to the Outfitter or its or their designated representative as reasonably requested by the Outfitter or its or their designated representative. You must not incur any expenses in the event of breakdown without the express permission of the Outfitter.

13. Miscellaneous:

(a) This Contract shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to principles of conflicts of laws. The waiver of a breach of any provision of this Contract shall not constitute a waiver of any subsequent or similar breach of this Contract. No waiver shall be effective unless signed by the party against whom it is to be asserted. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be deemed severed from this Contract and the remainder of the provisions shall remain in full force and effect. All provisions of this Contract which by their

terms contemplate performance after the termination of this Contract shall survive any such termination or expiration until fully performed. The headings used herein are for the convenience of the parties only and should not be construed otherwise.

(b) You and the Outfitter understand and agree that these Terms and Conditions, the Reservation, the Liability Waiver and the Use Agreement are set forth online and in a two-sided form you will receive and sign at the Pick Up Location. These Terms and Conditions, the Reservation, the Liability Waiver and the Use Agreement contain the entire agreement of the parties with respect to the Activity, and no oral explanation or information made by any party shall alter the meaning or interpretation of this Contract. This Contract may not be modified, altered or amended without a writing signed by all parties.

If you are in agreement with the terms of this Contract, please complete the information below and sign.

#	Name of responsible party	Street Address	City, State, Zip	Birth Date	Phone #	Signature
1						
	Name and birthdate of minor for whom I assert legal responsibility :					
2						
	Name and birthdate of minor for whom I assert legal responsibility :					
3						
	Name and birthdate of minor for whom I assert legal responsibility :					
4						
	Name and birthdate of minor for whom I assert legal responsibility :					
5						
	Name and birthdate of minor for whom I assert legal responsibility :					

#	Name of responsible party	Street Address	City, State, Zip	Birth Date	Phone #	Signature
6						
	Name and birthdate of minor for whom I assert legal responsibility :					
7						
	Name and birthdate of minor for whom I assert legal responsibility :					
8						
	Name and birthdate of minor for whom I assert legal responsibility :					
9						
	Name and birthdate of minor for whom I assert legal responsibility :					
10						
	Name and birthdate of minor for whom I assert legal responsibility :					
11						
	Name and birthdate of minor for whom I assert legal responsibility :					
12						
	Name and birthdate of minor for whom I assert legal responsibility :					
13						
	Name and birthdate of minor for whom I assert legal responsibility :					