

RENTAL AGREEMENT AND RELEASE AND WAIVER OF LIABILITY

This Rental Agreement and Release and Waiver of Liability (“Agreement”) is intended to be a legally binding document. Read this Agreement carefully and completely. You may wish to consult an attorney to obtain advice about this Agreement. By signing this Agreement, you indicate your acceptance of all terms and conditions below.

MARSH AND MOUNTAIN OUTFITTERS, LLC, or its subsidiaries or affiliates agrees to provide the vehicle(s) or equipment (the “Rented Property”) outlined herein for rental, subject to the terms and conditions of this Agreement. This Agreement shall commence on the rental check-out date indicated below and shall remain in full force and effect until the Rented Property is returned to Marsh and Mountain Outfitters, LLC.

IN CONSIDERATION OF, and as an express condition to rental or use of the Rented Property from Marsh and Mountain Outfitters, LLC., I hereby agree to the following:

ASSUMPTION OF RISKS

I ACKNOWLEDGE AND AGREE that by using and renting the Rented Property from Marsh and Mountain Outfitters, LLC, I accept responsibility for any damages or injury that may occur while using and/or renting the Rental Property regardless of its condition when rented from Marsh and Mountain Outfitters, 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 and/or rental of the Rented Property. I understand that there are inherent risks of physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties associated with my use, operation, and/or rental of the Rented Property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the use and operation of the Rented Property. I acknowledge that I have the necessary skills and qualifications to use the Rental Property properly. I also acknowledge that I will use the Rental Property in a safe manner and that I will not engage in excessive speeds or careless driving or any other use of the Rented Property that is contrary to recommended use or manufacturer’s standards.

RELEASE AND WAIVER OF LIABILITY

I HEREBY RELEASE, on behalf of myself, my heirs, representatives, successors, executors, assigns, and administrators, Marsh and Mountain Outfitters, LLC, its officers, members, managers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, any claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in the rental, use and operation of the Rented Property. I agree to hold harmless and/or indemnify and defend Marsh and Mountain Outfitters, LLC and its officers, members, managers, agents, servants and employees from all liability, costs, or expenses resulting from any property damage, accidents or injury to, or for the death of any person directly or indirectly arising from my use, operation, or rental of the Rented Property or my permission, express or implied, to use the Rented Property.

NO WARRANTIES

I ACKNOWLEDGE AND AGREE that Marsh and Mountain Outfitters, LLC makes no express or implied warranties of merchantability or fitness of the Rented Property for any particular purpose and that Marsh and Mountain Outfitters, LLC shall not be liable to me for any indirect, special or consequential damages related directly or indirectly to the terms and conditions contained in this Agreement, including any malfunction or fitness of the Rented Property itself.

GENERAL PROVISIONS

I FURTHER SPECIFICALLY AGREE TO THE FOLLOWING COVENANTS AND REPRESENTATIONS AS A CONDITION OF MY RENTAL, USE, AND OPERATION OF THE RENTED PROPERTY:

1. I acknowledge that I am required to submit credit card information and a deposit at the time of reservation of the Rented Property via the OUTDOORSIES or TURO app, which reservation shall include my agreement to obtain and pay for liability and collision insurance for the rental and use of the Rented Property. Payment in full is due at the time I pick up the Rented Property. I acknowledge that prices, Rented Property availability, and rental policies of Marsh and Mountain Outfitters, LLC are subject to change without notice.

2. I confirm that I am 25 years of age or older and that I have legal capacity to enter into this Agreement. I acknowledge that I am required to provide photo identification and/or current driver's license at the time I pick up the Rented Property from Marsh and Mountain Outfitters, LLC. I acknowledge that I must be present at the time of pick-up or the Rented Property will not be released, and that Marsh and Mountain Outfitters, LLC reserves the right to refrain from entering into this Agreement with any individual at the time of pick-up.

3. I acknowledge that cancellation of the reservation of the Rented Property five (5) days or more before the scheduled pickup date will be credited with a 90% refund of my deposit, that cancellation of the reservation of the Rented Property less than five (5) days and more than one (1) day before the scheduled pickup date will be credited with a 50% refund of my deposit, and that cancellation of the reservation of the Rented Property within 24 hours or less of the scheduled pickup date or on or after the scheduled pickup date will not be credited with any refund of my deposit.

4. I acknowledge that all persons using and/or operating the Rented Property are required to sign and agree to the terms of this Agreement prior to use of the Rented Property, that no authorized persons are permitted to use or operate the Rented Property, that no animals or pets are permitted inside the Rented Property, and that Marsh and Mountain Outfitters, LLC shall at all times retain ownership and title to the Rented Property. I acknowledge and agree that if the Rented Property is a camper, its use is limited to four or fewer guests, none of whom may stay in the camper overnight.

5. I understand that the Rented Property is provided for my use and operation and that I will be solely responsible for the proper use of safety and other equipment and

procedures. I acknowledge and agree that no illegal or inappropriate drug possession or usage, prescription or otherwise, is permitted by any person using or operating the Rented Property, that no smoking or use of any tobacco or other products by any person is permitted during my rental, use and operation of the Rented Property, and that I am further prohibited from consuming alcoholic beverages during my use and operation of the Rented Property. I agree and acknowledge that I am responsible for ensuring that all persons enjoying the use of the Rented Property act responsibly and safely. I acknowledge and agree that any prohibited use of the Rented Property is a material breach of this Agreement for which I will be responsible for all loss or damage to the Rented Property, third party claims, fines, penalties, fees and costs.

6. I agree and acknowledge that it is my responsibility to inspect all equipment including trailers, tires, light connections, chains, and tire pressure prior to my use and operation of the Rented Property. I acknowledge that I have inspected the Rented Property and that I have brought all missing or damaged items to Marsh and Mountain Outfitters, LLC's attention prior to my use and/or operation of the Rented Property, with any deficiencies noted below.

7. I agree to accept all responsibility for maintaining the condition, whereabouts, and control of the use of the Rented Property while in my possession or control. I agree and acknowledge that I will use the correct grade and type of fuel for operation of the Rented Property. I acknowledge that the rental fees paid by me for rental, use, and operation of the Rented Property do not cover any costs incurred as a result of damage to or loss of the Rented Property. When engaging in the rental, use, and/or operation of the Rented Property, I acknowledge that I have maintained current collision and liability insurance coverage through my own personal automobile insurance policy which covers my use and operation of the Rented Property. I further agree to comply with all terms and conditions pertaining to the required renter's insurance coverage that I purchased in connection with the rental, use and operation of the Rented Property. I agree that if I damage, lose, mishandle or misplace any component of the Rented Property or if the Rented Property is stolen, I will be responsible for reimbursement of all such losses and damages. I agree that if Marsh and Mountain Outfitters, LLC incurs any costs associated with recovery of payment of damages or losses to the Rented Property that are not covered by my personal insurance policy or by the insurance policy I obtained as a condition of rental, I will reimburse or pay Marsh and Mountain Outfitters, LLC for these costs as well as the cost of the damaged or lost items. I authorize Marsh and Mountain Outfitters, LLC to charge the cost of replacement or repair of any portion of the Rented Property not covered by insurance to the credit card I utilized to make my deposit for rental, operation and use of the Rented Property.

8. I agree to return the Rented Property within one (1) hour of the date and time specified below. If the Rented Property is not returned on the date and time specified, I agree that Marsh and Mountain Outfitters, LLC is authorized to charge to the credit card on file the then current daily rate until such time as the Rented Property is returned to Marsh and Mountain Outfitters, LLC in satisfactory condition and is inspected by a representative of Marsh and Mountain Outfitters, LLC for damage.

9. I acknowledge and agree that this Agreement shall be governed by and construed under the laws of the State of North Carolina and that any litigation pertaining to or enforcing this Agreement shall be filed exclusively in the state and federal courts located in Wake County, North Carolina with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. I voluntarily submit to the exclusive personal jurisdiction of the state and federal courts in

Wake County, North Carolina and waive any and all objections to the jurisdiction or proper forum of such courts. I SPECIFICALLY WAIVE THE RIGHT TO A TRIAL BY JURY AS A RESULT OF ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY.

10. If any provision of this Agreement shall be held unenforceable or void, I acknowledge and agree that it shall be severable from the remaining provisions of the Agreement and shall not affect their subsequent enforceability or validity. I acknowledge and agree that this Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous conflicting or additional communications. I further acknowledge and agree that this Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

By signing below, I represent that I have read, considered and expressly agreed to the terms and conditions of this Rental Agreement and Release and Waiver of Liability as of the date written below. This Agreement shall be effective against and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

V e h i c l e o r E q u i p m e n t b e i n g r e n t e d :

S e r i a l N u m b e r (s) / V e h i c l e I d e n t i f i c a t i o n N u m b e r (s) :

C o n d i t i o n o f E q u i p m e n t b e f o r e c h e c k - o u t :

R e n t a l C h e c k - o u t D a t e a n d T i m e :

R e n t a l R e t u r n D a t e a n d T i m e :

Printed Name of Renter:

Renter's Address:

Renter's Telephone No.:

Renter's Email:

Renter's Signature:

(SEAL)

Date:

MARSH AND MOUNTAIN OUTFITTERS, LLC

By:

Title:

For Marsh and Mountain Outfitters, LLC use only:

Date and Time Returned:

Condition of Rented Property after Return:

Staff Member Who Inspected Rented Property after return:
