

FBCC WAIVER

Folly Beach Chair Company

WAIVER AND RELEASE OF LIABILITY; TERMS AND CONDITIONS OF RENTAL:
I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND BY EXECUTING IT, I, THE RENTER, UNDERSTAND AND AGREE TO RELEASE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY FOLLY BEACH CHAIR COMPANY, ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES OR OTHERWISE, WHETHER OR NOT FORSEEABLE, WHICH MAY ARISE OUT OF RENTER'S USE OF RECREATIONAL EQUIPMENT AND/OR GOLF CART OR PARTICIPATION IN RECREATIONAL ACTIVITIES.

I, the Renter, understand that by accepting this Agreement electronically, it shall have the same force and legal effect as if executing this Agreement in writing. Each person in a group must accept this Agreement. If the person is under the age of 18 then a parent or guardian must accept this Agreement and assume responsibility of the minor. I acknowledge and agree that only persons executing this Agreement may use the Recreational Equipment and/or Golf Cart and I will not lend Recreational Equipment or Golf Cart to anyone else.

1. Recreational Equipment Rental

I, the Renter, do hereby affirm and acknowledge that I have been informed and understand the inherent hazards and risks associated with the use of 1) beach chairs and umbrellas; and 2) kayaks, standup paddleboards, surfboards, boogie boards and related water sport activities to which I am about to engage, including but not limited to: a) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature which may cause severe, immediate movement of beach chairs and umbrellas; b) Improper placement of beach chair and/or umbrella which creates risk and/or danger, whether foreseeable or unforeseeable; c) Changing water flow, tides, currents, wave action, and marine vessel wakes; d) Collision with any of the following: i) sunbathers; ii) beach combers; iii) other water sport participants, iv) the kayak, paddleboard, surfboard, boogie board or other related board or flotation device; v) man made or natural objects; e) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; f) Collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into body orifices, and/or drowning; g) Insects and marine life forms; h) Equipment error and operator error; i) Heat or sun-related injuries or illnesses, including sunburn, sun stroke or dehydration; j) Fatigue, chill and/or reaction time and increased risk of accident.

2. Participation in Recreational Activities Provided By Folly Beach Chair Company.

By my participation in these Recreational Activities and use of the Recreational Equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of Folly Beach Chair Company, its owners, officers, agents and employees or by any other person, including myself, the Renter and/or Recreational Participant,, and hereby voluntarily agree to release, discharge and hold harmless, defend and indemnify Folly Beach Chair Company and its owners, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death loss of services or otherwise which may arise out of my participation in Recreational Activities provided by Folly Beach Chair Company. Further, I, as a Recreational Participant in Recreational Activities which may be provided by Folly Beach Chair Company, agree and acknowledge the – aforementioned and following – risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide/instructor decision making, including that a guide/instructor may misjudge terrain, weather, trail or ocean conditions, and water level, risk of falling out of or drowning while engaged in Recreational Activities and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, ocean, outdoor, or recreational environment. I additionally verify that I am in good health, have no physical conditions which could interfere with my safety in the Recreational Activity, am not, and will not be, under the influence of any drugs or alcohol of any kind, and am capable of engaging in the Recreational Activities provided by Folly Beach Chair Company, and that my participation is voluntary. I also agree to properly wear US Coast Guard approved personal floatation device (PFD's/ Lifejackets) at all times.

3. Condition of Recreational Equipment Upon Return

I, the Renter, shall return the Recreational Equipment – chair, umbrella, standup paddleboard, surfboard, boogie board, or other beach and water related equipment – to the designated return area clean and in the same condition as it was in when provided to me, excepting ordinary wear and tear. Renter shall be solely responsible for any damage caused to the Recreational Equipment during the rental period. Folly Beach Chair Company shall charge any repair, replacement amount to the credit card provided at time of rental to cover repair, replacement for such damages. To the extent that damages to the Recreational Equipment exceed the amount that can be charged to the credit card, I agree to be billed by Folly Beach Chair Company for the full or remaining amount of damages caused by me during the rental period, including reasonable attorney's fees, if necessary.

4. Golf Cart Rental

I, the Renter, do hereby acknowledge and agree to the following conditions. In the event that I violate any of the following conditions, I agree and understand that further use of the Golf Cart may be revoked immediately without notice and

without refund. a) I, the Renter, shall return the Golf Cart to the designated return area clean and in the same condition as it was in when provided to me, excepting ordinary wear and tear. b) I have a valid drivers license and am authorized to operate a motor vehicle; c) I shall operate the Golf Cart safely and responsibly, and I shall preserve and protect the Golf Cart from loss or damage to the Golf Cart itself, my person and property, and the persons and property of others; d) I agree to become familiar with the operation and use of the Golf Cart, and any other instructions or training provided to me regarding the Golf Cart; e) I agree to contact Folly Beach Chair Company immediately if any damage occurs to the Golf Cart or to persons or property through use of the Golf Cart; f) I understand that the Golf Cart is subject to the laws and regulations pertaining to golf carts and motor vehicles as set forth in S.C. Code 56-3-115, 1976 as amended. I also agree to operate the Golf Cart in accordance with the local laws of Folly Beach, including, but not limited to, the requirement that person driving the Golf Cart must not be under the influence of alcohol and/or drugs. I further agree to only operate the Golf Cart on secondary roads and understand that golf carts are not permitted on the beach or on Center Street. I understand that golf carts are not permitted to operate or be driven after sunset; g) I agree to be responsible for all moving and/or parking violations issued to the Golf Cart during the time of the rental period; h) I acknowledge and agree that the maximum occupancy of the Golf Cart is four persons, including children; i) I agree to be solely responsible for any damage, loss to the Golf Cart itself, and any injury to my person or property and the persons and property of others, regardless of fault;

5. Condition of Golf Cart Upon Return

I, the Renter, shall return the Golf Cart to the designated return area clean and in the same condition as it was in when provided to me, excepting ordinary wear and tear. Renter shall be solely responsible for any damage caused to the Golf Cart during the rental period. Folly Beach Chair Company shall charge any repair, loss, replacement amount to the credit card provided at time of rental to cover repair, loss, and replacement for such damages. The fair market value of the Golf Cart at time of rental is \$5,500.00. To the extent that damages to the Golf Cart exceed the amount that can be charged to the credit card, I shall be billed by Folly Beach Chair Company for the full or remaining amount of damages caused by me during the rental period, including reasonable attorney's fees, if necessary.

6. Miscellaneous Terms

a) Indemnity. I agree to indemnify and hold Folly Beach Chair Company harmless from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my use of the Rental Equipment and/or Golf Cart, and shall take full responsibility for, and hold harmless Folly Beach Chair Company, for any injury I may suffer or inflict upon others or their property as a result of my use of the Rental Equipment and/or Golf Cart. b) Electronic Execution. This Agreement shall be executed by Renter electronically, and such execution be deemed the original and enforceable to the same extent as

a written execution. c) Complete Agreement. The terms and conditions contained in this Agreement contain the complete understanding and agreement by and between the parties hereto concerning the subject matter hereof and any and all prior communications, agreements and arrangement are hereby superseded. d) Modification. No amendment or modification of this Agreement shall be valid unless in a writing, executed by both parties, subsequent to the date hereto. e) Severability. Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein f) Governing Law. This Agreement is made under and shall be governed, construed, and interpreted by, and in accordance with, the laws of the State of South Carolina. Any dispute regarding this Agreement shall be litigated in the county of Charleston.

I hereby declare that I am of legal age and am competent to sign this Agreement, or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding with this Agreement. I have read this Agreement carefully, understand it, and I agree to be bound.