

CONDITIONS OF RENTAL AGREEMENT
With Shoot the Hooch, LLC

1. **Per Georgia State Law, every person on the river must have a personal flotation device (PFD) in their possession. Children 12 years of age and under must wear a PFD at all times. It is your sole responsibility to have a Coast Guard Certified PFD for yourself and each person using the rented property. By signing below I acknowledge receipt of a PFD for each person using rented equipment. Shoot the Hooch and our insurance affiliates request that you wear your PFD at all times.**
2. **THE USE OF GLASS CONTAINERS ON THE RIVER IS STRICTLY PROHIBITED.**
3. If you are parking in one of the Chattahoochee River National Recreation (National Park Service) parks, you must purchase a \$3 parking permit from the kiosk set up in the parking area.
4. Pets must remain on leash (maximum 6 feet in length) within the park property at all times.
5. Lessee will pay cleaning charges on rented equipment if returned unclean.
6. Lessee acknowledges receipt of the above rented property in first class working condition at the time stated herein.
7. Lessee will pay rent for all time rented equipment is in his possession. **If rented property is not returned by 5 pm on date rented, late charges of one dollar per minute may apply. EXITING RIVER AFTER NORMAL OPERATING HOURS:** If you exit the river after Shoot the Hooch (Lessor) operating hours, equipment must be returned to 203 Azalea Drive the next day before 10 am. Failure to return equipment by the specified times and dates will result in additional charges. All collection fees, attorney's fees, court costs and other expenses involved in collecting such rental charge will be paid by the Lessee.
8. Lessee agrees that the rented equipment will be used solely by him and members of the party as attested below, only on the Chattahoochee River and solely for the purposes for which the equipment was manufactured and intended unless Lessor consents to other use. **Lessee agrees he will not exit the river on private property.**
9. Lessee agrees to save, hold harmless, and indemnify Lessor against any liability or loss whatsoever resulting from use of the rented equipment.
10. Lessee agrees to immediately cease using any rented equipment if it is unsafe or in disrepair. Lessee will immediately notify Lessor in either case, and Lessor agrees to replace the rented equipment with similar property in good working condition with reasonable dispatch.
11. Lessee acknowledges that this agreement is solely for the rental of equipment and that the Lessor is not responsible for any loss or damage of any kind arising out of Lessee's use or possession of the rented equipment and that the Lessee agrees to indemnify Lessor and hold it harmless from any loss, damage, claim or cost of defense with respect thereto.
12. Rental of the equipment applies to one trip from designated put-in point to designated take-out point. Equipment must be returned to Lessor in accordance with Lessor's rules as posted in the rental office.
13. **Lessee attests there are no children under the age of 5 years old** and that any children under the age of 13 have a parent or guardian of at least 18 years of age accompanying them. There shall be no more than four children under the age of 13 per every one adult.
14. **DAMAGE WAIVER:** Customer accepts at the rate shown or declines. The damage waiver applies to unintentional equipment breakage only, not to lost, misplaced or stolen equipment. However, any lost, or intentionally damaged equipment shall be replaced by renter. Note that stand up paddle board paddles must be used correctly. Do not dig into river bottom to start yourself off; this could break the paddle and you will be responsible for replacement.
15. **PHOTOGRAPHY RELEASE:** I hereby grant to Shoot the Hooch, LLC the irrevocable right to use and publish photographs of me, or in which I may be included, for any publications, electronic reproduction, advertising or marketing materials or any other purpose and in any manner or medium. Shoot the Hooch, LLC has my permission to alter the same without restriction and to copyright the same. I hereby release the photographer and Shoot the Hooch, LLC from all claims and liability in relation to said photographs.

I have read the above conditions of rental and by signing it agree. It is my intention to exempt and relieve Shoot the Hooch, LLC from liability for personal injury, property damage or wrongful death caused by negligence or any cause.

**FIRST SIGNATURE MUST BE THE SIGNATURE OF THE PERSON SIGNING
FOR THE RENTAL EQUIPMENT ON THE RENTAL AGREEMENT**

Signature	Age	if less than 18	Date	Signature of parent/guardian
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2. _____
3. _____
4. _____
5. _____
6. _____
7. _____