

CLOUDRAILS TERMS OF USE: INVENTORY RENTAL AGREEMENT

For the purposes of this Agreement, (a) “Inventory” is any type of recreational equipment made available through the Cloudrails service (the “Service”); (b) the “Renter” is the person renting the Inventory and any other equipment using an account created on the Service, and the “Lister” is the owner or authorized agent for the Inventory made available for rent via the Service. Whenever a rental proposal is confirmed by both parties using the Service, the parties agree to be bound to each other under the terms of this Agreement. Unless otherwise stated herein, all rental fees and security deposit amounts exchanged between Lister and Renter in this Agreement will take place via the Service’s Paypal API along with any refunds or payment disputes (except any awards or costs related to court action involving this Agreement and Inventory), and both the Lister and Renter understand and agree to this condition.

This Inventory rental agreement (“Agreement”) is a binding agreement between Renter and Lister. Cloudrails is a party to this Agreement solely to the extent necessary to facilitate the rental transaction, though said facilitation and its success or failure is not warranted or guaranteed, and may otherwise at times be a third party beneficiary of this Agreement. Lister enters into this Agreement and allows Renter to rent and use the Inventory, along with any associated equipment (the “Rental”) only on the condition that Renter accepts all of the terms in this Agreement. By entering into this Agreement to rent and use the Inventory, Renter acknowledges that

- he or she has read and understood this Agreement;
- he or she agrees to be bound by all of the terms of this Agreement;
- he or she is knowledgeable with respect to the type of equipment being rented and adjustments required for safe operation and use; and
- if Renter is not properly qualified with respect to sports equipment, Renter is hereby advised to seek assistance of a qualified sports equipment technician with proper adjustment and tuning of equipment.

IF RENTER DOES NOT ACCEPT THIS AGREEMENT, RENTER WILL NOT BE PERMITTED TO RENT THE INVENTORY OR ANY OTHER EQUIPMENT.

This Agreement is effective on the date both parties confirm a singular proposal using the Service unless the parties agree otherwise (“Effective Date”). Renter and Lister agree as follows:

1. RENTAL

1.1 Agreement to Rent.

By accepting this Agreement, Lister agrees to rent the Inventory to Renter, and Renter agrees to rent the Inventory from Lister, on the terms and subjects to the conditions set forth herein, and for the period agreed via the Service (the “Rental Period”).

1.2 Condition of Inventory.

By making the Inventory available for rent hereunder, and agreeing to the terms of this Agreement, Lister represents and warrants that (a) he or she is the sole owner of the Inventory, or that he or she has full agency or other authority to enter into this Agreement and to rent the Inventory to Renter; (b) the Inventory has been accurately described on the Service, including any known faults or mechanical issues; (c) except as clearly set forth on the Service, the Inventory is in proper working condition, has been professionally maintained, and contains all functionality necessary for the Renter to attain his or expected use of the Inventory during the Rental Period, other than adjustments necessary to properly fit the equipment to Renter’s height, weight and skill level. Unless expressly agreed, the Rental does not include additional equipment except those described on the Service as associated with the Rental.

1.3 Refunds and Cancellations.

(a) In the event that the Rental is cancelled by Renter less than twenty-four (24) hours prior to commencement of the Rental Period, including after the beginning of the Rental Period or because Renter did not pick up the Inventory at the agreed time and place (but excluding any cancellation as set forth in 1.3(b)), then Renter shall be charged the full rental price for the Rental as previously agreed via the Service. Otherwise, if the Rental is cancelled by the Renter greater than twenty-four (24) hours prior to the commencement of the Rental Period, the Renter shall receive a full refund from the Lister, less any fees.

(b) If upon delivery of the Inventory or, within the first hour of the Rental Period, Renter reasonably determines that the Inventory does not materially conform to the Lister's description of the Inventory and contacts Lister regarding this issue, then Renter shall have the right to request a refund. Further, if Lister does not deliver the Inventory at the place and time agreed, then Renter shall be entitled to a full refund, but Lister will be charged the full commission, if any, that would have been payable to Cloudrails in connection with the Rental.

(c) Each party should be aware that Renters and Listers are entitled to post feedback on the Service with respect to cancelled Rentals.

1.4 Lister Obligations.

If there is damage to Inventory during a Rental, the Lister must notify the Renter within two (2) days of completion of the Rental, and provide receipt(s) to Renter for any services done to fix such damage that will be reimbursed from the Renter's security deposit, Paypal account or any other agreed upon alternative method of payment. If any damage is not reported during such period, then the damage shall be presumed to have occurred subsequent to the Rental. The Lister is required to refund the full amount of the Renter's security deposit less any adjustments for damage to or non-return of Inventory. Lister shall be responsible for the cost of any diagnostic fees, estimates, tune-ups, and adjustments related to Inventory. If Renter does not return Inventory at the conclusion of the Rental Period, and does not agree within twenty-four (24) hours to schedule a new return time, or does not return the Inventory at such rescheduled return time, then Lister agrees to file a report with the applicable police department and provide a copy of such report to Cloudrails. Failure to comply with the previous sentence does not constitute a waiver of any rights by any party. Lister must also authorize the police department to discuss and provide any information regarding the report with Cloudrails. Lister understands and agrees that throughout this Agreement, neither Cloudrails nor Silent Drop LLC offers any assistance, monetary or otherwise, with any efforts to return, recover, replace, or fix Inventory, and Lister will not seek such remuneration or awards from Cloudrails or Silent Drop LLC.

2. RENTER OBLIGATIONS

2.1 Usage.

No other person may operate the Inventory in any way except Renter. Renter is prohibited from carrying any passengers on the Inventory at any time. Renter may not add any modification to Inventory or use it outside of its customary function. Renter is responsible for provision of any other necessary equipment not included in the rental. Renter is also responsible for making proper adjustments to the Inventory and associated equipment, if any, to match Renter's height, weight and skill level. Renter is advised to seek professional assistance with these adjustments. Without limiting the assumption of risk and waivers set forth in Section 3, Renter knowingly and voluntarily waives any claim it may have against Lister, Cloudrails, or Silent Drop LLC with respect to the proper adjustment of any equipment associated with the rental of Inventory.

Renter must follow all laws, rules and regulations, as well as posted signs and warnings. Renter should always be aware of natural conditions, as well as weather and other environmental factors which may affect safe operation of the Inventory.

2.2 Return.

Renter agrees to return the Inventory to Lister in the same condition as received, except for ordinary wear and tear and ordinary adjustments meant to fit the Inventory to the user's

height, weight and skill level, on the due date and time and at the location agreed upon by Lister at time of rental. Renter understands that there will be additional charges if the Inventory is returned at a different time, date, or location than indicated in this Agreement, including late charges and additional rental charges at no less than the daily or hourly rate applicable to the Rental.

If Renter fails to return the Inventory at the agreed date, time and location, and has not agreed with Lister on an alternate delivery time and location within 24 hours of the scheduled delivery time, or Renter fails to return the Inventory at the rescheduled time and place, then Lister may charge Renter for the full retail value of the Inventory (to be collected via any available payment method), less the Renter's security deposit, along with any other fees due to Cloudrails. Lister may also lawfully take any other necessary measures to repossess the Inventory and/or collect the full amount owed by Renter hereunder. If Lister fails to appear at the scheduled time and place for return of the Inventory, Renter remains responsible for the safe keeping of the Inventory. In such event Renter should contact Lister to try to arrange alternate means of return of the Inventory. Renter understands and agrees that throughout this Agreement, neither Cloudrails nor Silent Drop LLC does not offer any assistance, monetary or otherwise, with any efforts to return, recover, replace, or fix Inventory, and Renter will not seek such remuneration or awards from Cloudrails or Silent Drop LLC.

2.3 Repossession.

Lister may repossess the Inventory at any time if: (a) the Inventory is used in violation of law; (b) it appears the Inventory is abandoned, (c) the Inventory is used in violation of any term or condition in this Agreement, (d) Renter made a misrepresentation to Lister or (e) Renter fails to return the Inventory when due. Lister is not required to notify Renter in advance of repossession.

2.4 Prohibited Use.

Use of the Inventory is restricted to the general geographical area agreed upon by Renter and Lister. Renter will not operate Inventory outside of this area and will not remove Inventory from this area. Renter agrees not to use or permit the Inventory to be used for hire or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the Inventory to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Renter liable to Lister for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

2.5 Damage to Inventory.

Renter shall pay Lister for all losses and/or damage to the Inventory via any available payment method (except ordinary wear and tear that does not impact the usability of Inventory), regardless of fault (e.g. Renter agrees to pay for the loss even though someone else caused the damage or is at fault). Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Inventory, including any instructions or security devices provided by Lister. If the Inventory is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value, if any. If the Inventory is damaged beyond reasonable repair (as determined by Lister), Renter shall be responsible for the retail fair market value of the Inventory, less any salvage value if applicable. In addition to the above, Renter shall also be responsible for the reasonable down time ("Loss of Use") plus any pick-up and/or storage charges. In the event of theft, Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours Renter delays in paying the total loss. Renter is also responsible for any loss if Renter: (a) abuses the Inventory or uses or operates the Inventory other than as specified in this Agreement; (b) uses the Inventory recklessly; (c) uses the Inventory while under the influence of alcohol or a controlled substance; (d) obtains the Inventory through fraud or misrepresentation; or (e) uses the Inventory for an illegal purpose. Renter authorizes Lister to collect from a responsible third party

any applicable loss and/or damage. In the event Lister obtains a recovery from a third party after Renter has paid Lister for all or part of any loss, Lister will refund to Renter any excess above the amount of the loss plus other collection costs and attorneys' fees incurred.

2.6 Payment.

Renter agrees to pay upon demand all rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Rental, including, without limitation, charges for loss and/or damage to the Inventory. Payment method will be the Service's Paypal API unless otherwise described in this Agreement.

2.7 Credit Reserve and Payment.

Renter understands that he or she must deposit an amount (to be used against the final bill) equal to the estimated total charge for the Rental plus the security deposit at the respective rates agreed upon via the Service. Renter authorizes Lister to charge Renter any amounts due as a result of the Rental. The security deposit will be credited back to Renter's payment method by Lister upon satisfactory return of the Inventory less any damage, fees or delay charges.

2.8 Repairs.

If Renter experiences any malfunctions with the Inventory during the Rental period, Renter should immediately notify Lister to obtain authorization for repairs. Renter agrees that he or she will be solely responsible for any unauthorized repairs or modifications to the Inventory. Renter understands that Lister will not reimburse Renter for any authorized repairs without receipts. All repairs needed as a result of the use of the Inventory will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by Renter by any available payment method. Lister shall be responsible for returning the Inventory to its prior state due to adjustments necessary to properly fit the equipment to Renter's height, weight and skill level.

2.9 Ownership.

The Inventory, at all times, remains the exclusive property of Lister. Renter is responsible for damage to or loss of Inventory. If the Inventory is lost, destroyed or damaged beyond repair in the judgment of Lister, Renter agrees to pay Lister the value of Inventory via any available payment method.

3. RISK AND LIABILITY TERMS

3.1 Acknowledgement of Risks.

Renter understands and acknowledges that the Inventory is provided "as is" and without warranties. Renter further understands and acknowledges that activities which utilize Inventory are hazardous activities that entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. Renter understands that such risks cannot be eliminated by Lister without jeopardizing the essential qualities of these activities. Renter acknowledges all the risks of operating Inventory, including but not limited to the risks of serious bodily injury or death. Renter understands that protective gear such as helmets are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

3.2 Assumption of Risk.

RENTER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE INVENTORY, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE INVENTORY OR POSSESSION OF THE INVENTORY EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF LISTER, CLOUDRAILS, SILENT DROP LLC, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS. DESPITE KNOWING ALL ASSOCIATED RISKS, RENTER FREELY ASSUMES ALL RISKS OF PERSONAL INJURY AND/OR DAMAGE IN

THE OPERATION OF THIS INVENTORY AND RENTER AGREES TO HOLD LISTER, CLOUDRAILS, AND SILENT DROP LLC HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE.

LISTER AGREES TO HOLD CLOUDRAILS AND SILENT DROP LLC HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE RESULTING FROM THE RENTAL OF THE INVENTORY INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE INVENTORY OR POSSESSION OF THE INVENTORY. THE PREVIOUS SENTENCE APPLIES EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF CLOUDRAILS, SILENT DROP LLC, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS.

3.3 Waiver and Release.

In consideration of Lister renting the Inventory, Renter specifically releases and forever discharges Lister, Cloudrails, Silent Drop LLC and their affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which Renter may suffer while renting this Inventory and participating in associated activities. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Lister, Cloudrails, Silent Drop LLC, or their affiliates, officers, agents, or employees. It is the express intent of this Agreement that Renter release Lister, Cloudrails, and Silent Drop LLC, and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Lister, Cloudrails, or Silent Drop LLC, or whether based upon breach of contract, breach of warranty, or any other legal theory. In agreeing to this Agreement, Renter fully recognizes that if injury, illness, death or damage occurs while engaged in renting this Inventory or participating in any other activity associated with the Inventory, Renter will have no right to make a claim or file a lawsuit against Lister, Cloudrails, Silent Drop LLC, or their affiliates, officers, members, agents or employees, even if any of them negligently cause any injury, illness, death or damage.

In consideration of Lister using the Service to facilitate a transaction, Lister specifically releases and forever discharges Cloudrails, Silent Drop LLC, and their affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which Lister may suffer while renting out this Inventory and participating in associated activities. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Cloudrails, Silent Drop LLC, or their affiliates, officers, agents, or employees. It is the express intent of this Agreement that Lister release Cloudrails and Silent Drop LLC and hold them and/or their affiliates harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Cloudrails or Silent Drop LLC or whether based upon any other legal theory. In agreeing to this Agreement, Lister fully recognizes that if injury, illness, death or damage occurs while engaged in renting out this Inventory or participating in any other activity associated with the Inventory, Lister will have no right to make a claim or file a lawsuit against Cloudrails, Silent Drop LLC or their affiliates, officers, members, agents or employees, even if any of them negligently cause any injury, illness, death or damage.

3.4 Indemnification.

Renter agrees to indemnify and hold harmless Lister, Cloudrails, Silent Drop LLC, and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including attorney's fees) arising from, related to, or in any way connected with, or resulting from Renter's participation in this activity or use of the Inventory, including the possession, use, operation, or return of the Inventory, and including any such claims which allege negligent acts or omissions on the part of Lister, Cloudrails or Silent Drop LLC. Should Lister, Cloudrails, Silent Drop LLC, or anyone

acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Renter agrees to indemnify and hold them harmless for all such fees and costs.

Lister agrees to indemnify and hold harmless Cloudrails, Silent Drop LLC, and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including attorney's fees) arising from, related to, or in any way connected with, or resulting from Lister's participation in this Service or use of the Inventory within the context of the Service, including the possession, use, operation, or return of the Inventory, and including any such claims which allege negligent acts or omissions on the part of Cloudrails or Silent Drop LLC. Should Cloudrails, Silent Drop LLC, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Lister agrees to indemnify and hold them harmless for all such fees and costs.

4. Third Party Claims.

Lister, Cloudrails, or Silent Drop LLC shall not be responsible if Renter causes injury to another person or if Renter damages any personal property of another. Renter agrees to protect, defend, indemnify and hold Lister, Cloudrails and Silent Drop LLC harmless and pay any claim, including attorneys' fees, brought by a third party arising out of Renter's use of the Inventory and for any liability associated with any personal accident/injury as a result of Renter's use of the Inventory. Neither Cloudrails nor Silent Drop LLC shall not be responsible if Lister causes injury to another person or if Lister damages any personal property of another. Lister agrees to protect, defend, indemnify and hold Cloudrails and Silent Drop LLC harmless and pay any claim, including attorneys' fees, brought by a third party arising out of Lister's use of the Service and for any liability associated with the Lister's use of the Service.

4.1 Insurance.

Renter certifies that he or she has adequate insurance to cover any injury or damage Renter may cause or suffer while participating in the activity, or else Renter agrees to bear the costs of such injury or damage. Renter understands and agrees that Lister and/or Cloudrails or Silent Drop LLC may make a claim against any insurance coverage Renter maintains, whether liability, casualty, personal or health insurance, in the event of any loss, injury, death or damage to person or property while using or operating the Inventory. Neither the maintenance of, or failure to maintain, adequate insurance shall relieve Renter of any liability hereunder.

4.2 Physical Condition.

Renter understands the he or she should be in good physical health to participate in outdoor activities. Renter certifies that Renter has no medical or physical conditions which could interfere with Renter's safety in these activities related to Inventory, or else Renter is willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

5. GENERAL PROVISIONS

5.1 No Warranty.

THE INVENTORY IS PROVIDED TO RENTER ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE INVENTORY IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LISTER, CLOUDRAILS, OR SILENT DROP LLC DOES NOT WARRANT THAT THE INVENTORY OR ANY RENTAL WILL MEET RENTER'S REQUIREMENTS.

5.2 Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LISTER, CLOUDRAILS, SILENT DROP LLC, THEIR AFFILIATES,

AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM ANY RENTAL OR THE USE OF, OR INABILITY TO USE, THE INVENTORY.

(b) IF LISTER, CLOUDRAILS, SILENT DROP LLC, OR THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS ARE FOUND TO BE LIABLE, SUCH LIABILITY TO RENTER OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER AND (B) \$100.

(c) IF CLOUDRAILS, SILENT DROP LLC, OR THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS ARE FOUND TO BE LIABLE, SUCH LIABILITY TO LISTER OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER AND (B) \$100.

(d) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CLOUDRAILS OR SILENT DROP LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

5.3 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by either Lister or Renter.

5.4 Third Party Beneficiary.

Cloudrails and Silent Drop LLC may, at times, be an intended third party beneficiary of this Agreement with the full rights to enforce the provisions herein.

5.5 Governing Law.

This Agreement shall be governed by the internal substantive laws of the Lister's state, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between Renter and Lister that arises in whole or in part from the rental of the Inventory shall be decided exclusively by a court of competent jurisdiction closest to Lister's residence.

5.6 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

5.7 Entire Agreement/Severability.

This Agreement shall constitute the entire agreement between Renter and Lister concerning the rental of the Inventory. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.