

VACATION MOBILITY SOLUTIONS, INC.
8 Port Au Spain
Hilton Head Island, South Carolina 29928
843-684-1220

RENTAL AGREEMENT RELEASE

The undersigned has determined to rent certain equipment from Vacation Mobility Solutions, Inc., a South Carolina corporation ("VMS"). As part of its agreement with VMS, the undersigned ("Renter") is providing this Rental Agreement Release ("Release") to VMS.

1. Renter acknowledges that he/she has agreed to rent certain equipment from VMS for his/her own use or use of by their immediate family. Renter has read and understands the terms of this Release and enters into this Release on a voluntary basis.
2. Renter understands that use of wheelchairs in certain circumstances is an inherently dangerous activity and can result in serious injury including death, and Renter voluntarily assumes all such risk except as otherwise provided below. Renter hereby warrants that any individuals operating a wheelchair rented from VMS shall be in physical and mental health sufficient to safely operate a wheelchair.
3. Renter assumes all risks associated with the use and operation of the equipment rented from VMS and hereby agrees to indemnify, release and hold VMS, its members, employees, agents and affiliates harmless from liability relating to Renter's operation and use of equipment from VMS, except in the event of gross negligence by VMS staff, which shall represent the only conduct for which this Release does not apply.
4. Renter understands and assumes responsibility for compliance with all applicable traffic and safety laws.
5. In the event that the terms of this Release shall be interpreted by a court of law, the venue shall be in courts of competent jurisdiction in Beaufort County, South Carolina and the applicable law shall be the laws of the State of South Carolina.
6. Renter acknowledges that the terms and provisions of this Release were specifically contemplated and relied upon by VMS in the course of establishing its fee schedule under which Renter rented equipment from VMS.
7. The obligations of this Release are personal on the part of Renter and shall also apply to the individuals that use and/or operate equipment during the course of the term for which the equipment is rented to Renter.
8. The warranties and directions for use of such equipment are available at office of VMS, and Renter hereby assumes all responsibility for the proper operation of such equipment in compliance with instructions made available by VMS for review. Wheelchairs are intended for use on the beach and are not designed or intended for use in the water or as a flotation device.
9. Renter assumes risk of loss in the event that equipment is lost, stolen or damaged while in Renter's possession.

Payment remitted by Renter to VMS and use of equipment rented from VMS shall be conclusive evidence of Renter's consent to the terms of this Release.