

Rental Agreement

Updated 03/16/2021

EXPERIENCE RENTAL AGREEMENT, WAIVER OF LIABILITY, AND RELEASE

OutTings LLC

Last Revised: March 9, 2021

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS RELEASES, WAIVERS, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT LIMIT YOUR LEGAL RIGHTS AND REMEDIES. IT ALSO SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES. CAPITALIZED TERMS HAVE THE MEANINGS GIVEN TO THEM WHERE DEFINED IN THIS AGREEMENT.

THE SERVICES PROVIDED BY OUTTINGS LLC (“OUTTINGS” OR “COMPANY”) ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. BY EITHER ACCEPTING THIS RENTAL AGREEMENT OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to OutTings!

Welcome to OutTings, an outdoor equipment rental service built to make getting to the park or beach easier, affordable and stress free! We were founded on the idea that there is a way that Do Outside Better and you shouldn't have to worry about purchasing flimsy equipment, having storage space, carrying your equipment to your destination, and having to return your equipment home after your outing. Our goal is to alleviate the legwork, and meet you on location making your OutTings experience seamless so you get to doing what you want to sooner.

First, you will need to become a Member before you may access the Services and rental equipment. Just create an account, and register quickly and easily. You will need a valid driver's license and credit card to register.

It is important to keep in mind that you are bound by everything in this document whenever you are using the Services, using the rental Experience or accessing the Site. We have tried to keep this Agreement as brief as possible and the legalese to a minimum, but you are responsible for understanding and agreeing to the Terms of Use, the Privacy Policy, the Rate Schedule, and this Rental Agreement when you sign up for Membership and using the equipment as part of the rental Experience.

IMPORTANT BULLET POINTS

In addition to the Terms of Use, located on the Site and which Member expressly agrees to when Member registers for Membership and signs up for the Services, Member should CAREFULLY READ all terms and conditions before entering into this Agreement. However, we want to highlight the following at the beginning for ease of reference.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 11.0 BELOW (AND SUBJECT TO THE EXCEPTIONS SET FORTH THEREIN), REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

THIS AGREEMENT CONTAINS RELEASES, WAIVERS, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS, THAT LIMIT YOUR LEGAL RIGHTS AND REMEDIES, INCLUDING BY WAIVING CLAIMS OF NEGLIGENCE AGAINST OUTTINGS. FURTHER DETAILS CAN BE FOUND IN SECTIONS 6.0, 7.0, 11.0, and 12.0.

WHILE USE OF THE RENTAL EXPERIENCE IS A LOW-RISK ACTIVITY. DEATH OR SERIOUS INJURY IS POSSIBLE. MUCH LIKE OTHER RENTAL SERVICES, OUTTINGS DOES NOT PROVIDE HEALTH INSURANCE COVERAGE.

MEMBER ASSUMES FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR THEMSELVES AND FOR ANY OTHER PARTIES UNDER OR ATTEND THEIR RENTAL EXPERIENCE, FOR ALL RELATED RISKS, DANGERS, AND HAZARDS. FOR THE AVOIDANCE OF DOUBT, MEMBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO HIS OR HER PARTY/PARTIES.

BEFORE EACH USE OF RENTAL EXPERIENCE, MEMBER SHALL CONDUCT A SAFETY INSPECTION OF THE EQUIPMENT PURSUANT TO THE RULES. MEMBER AGREES NOT TO USE ANY EQUIPMENT ITEM(S) IF THERE ARE ANY NOTICEABLE ISSUES AND TO IMMEDIATELY NOTIFY OUTTINGS NOT LIMITED TO EMPLOYEE MEMBER ONSITE OF ANY PROBLEMS.

BEFORE ENDING A RENTAL EXPERIENCE, MEMBERS MUST RETURN THE RENTAL EXPERIENCE IN GOOD WORKING CONDITION WITHOUT MAJOR DAMAGE, INCLUDING BUT NOT LIMITED TO NON REMOVABLE DAMAGES SUCH AS TEARS, BURNS, AND SPILLS, TO THE DESIGNATED PICKUP/DROP OUT LOCATION.

OUTTINGS PROVIDES LIABILITY COVERAGE FOR DAMAGE DURING A MEMBER'S USE OF RENTAL ONLY IF MEMBER COMPLIES WITH ALL TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, THE PRIVACY POLICY, AND THE TERMS OF USE. FURTHER DETAILS CAN BE FOUND IN SECTIONS 4.0 AND 5.0, BELOW.

HERE ARE THE DEFINITIONS WE USE IN THIS AGREEMENT:

1.0 Definitions.

1.01 “Agreement” or “Rental Experience Agreement” means this Rental Agreement, Waiver of Liability, and Release, as well as Appendix A attached hereto and made a part hereof.

1.02 “Effective Date” means the date on which you accept the terms of this Agreement.

1.03 “Fees” means the schedule of fines, fees or penalties that OutTings may assess for violations of the Rules, as set forth on the Site at <https://theouttings.com/Fees>, as may be amended by OutTings from time to time.

1.04 “Rental Zone” means the region(s) within which the Member is allowed to use the rental experience during their session, as indicated under individual location reservation guidelines.

1.05 “Legal Terms” means this Agreement, the Terms of Use, the Privacy Policy, and the Shop Terms and Conditions.

1.06 “Member” means a person who has been registered for Membership via the website and agreeing to this Agreement, the Privacy Policy, and the Terms of Use.

1.07 “Member Account” means the web based portal used by Members to manage their Membership information and privileges.

1.08 “Membership” means a revocable, non-exclusive, nontransferable right to use OutTings’ Services subject to this Agreement.

1.09 “Rental”, “Rental Experience” or “Rental Equipment” means the rental items made available including but not limited to, seating (chairs, floor cushions), tables, umbrellas, picnic blankets, and coolers, provided by OutTings to Member as part of the Services in accordance with the Membership and the terms of this Agreement, the Privacy Policy, and the Terms of Use.

1.10 “Privacy Policy” means OutTings’ Privacy Policy located on and available at the Site, <https://theouttings.com/legal/privacy-policy> and incorporated herein, and as may be amended by OutTings from time to time.

1.11 “Prohibited Area” means (1) any area, regions, or other geographical features designated in the website or otherwise designated by OutTings as out of service area; and (2) private property not for use by a Member or persons in member’s party. Members are prohibited from usage of Rental Experience on or within any Prohibited Area at any time. For the avoidance of doubt, the Prohibited Areas for New York can be located on the <https://www.nycgovparks.org>

1.12 “Season Pass Membership fee” refers to the annual fee which covers a single Member’s membership, or “Season Pass” which exempts the named member from the security deposit

required for every rental experience reservation. OutTings charges members for usage of rental and a refundable security deposit for the Services, which may vary depending on the Member's initial sign up offer, the cost of reserved services, and special promotional offers.

1.13 "Security Deposit" or "Incidental Deposit" refers to the charge that is incurred per rental reservation. Every member who purchased a rental experience is responsible for the return of all equipment all the end of the rental period. Failure to return an item(s) or damage item(s) will be deducted from the security deposit. Members who purchase the Season Pass are exempt from security deposit but are not exempted from charges incurred for lost, damaged or stolen items.

1.14 "Rules" means all the rules set forth in this Agreement under the section entitled "General Rental and Use of Experience" and in Appendix A attached hereto and incorporated herein, as may be amended from time to time.

1.15 "Services" or "Platform" means the services provided by OutTings which, for the avoidance of doubt, include (i) the Site and any social media accounts or pages operated or owned by OutTings, (ii) the rental equipment and the reservation, merchandise, management and maintenance of the equipment, and (iii) all other related equipment, personnel, services, applications, websites, and information provided or made available by OutTings, as more fully described in your application for Membership, the Privacy Policy, the Terms of Use, and this Agreement.

1.16 "Shop Terms and Conditions" means OutTings Shop Terms and Conditions located on and available at the Site, <https://theouttings.com/pages/terms-conditions>, incorporated herein, and as may be amended by OutTings from time to time.

1.17 "Site" means OutTings' website (main site located at theouttings.com but also alternate site domain at | parktings.com | beachtings.com & out-tings.com) operated by OutTings and pertaining to the Services.

1.18 "Term" means the time period from the Effective Date and while the Membership is active and in good standing, not suspended, and not otherwise terminated as described herein and in your application, including any renewals as applicable.

1.19 "Terms of Use" means OutTings Terms of Use located on and available at the Site, <https://theouttings.com/legal/terms-of-use>, incorporated herein, and as may be amended by OutTings from time to time.

1.20 "Violation and Suspension Policy" means the schedule of warnings, temporary suspensions, indefinite suspensions, permanent suspensions, fines, fees, penalties, or other actions OutTings may take in response to violations of the Rules, as may be amended by OutTings from time to time.

2. The Services.

2.01 Membership. Before you may use the Services and the OutTings Rental Experience, you must first become a Member by applying for Membership through the website. To do so, you will need a valid license and credit card. To verify your driver's license and identity, the application process will involve taking a photograph of your driver's license and a "selfie" photograph or video. Applicants are prohibited from submitting multiple applications for Membership. Applicants are required to provide a license or other acceptable forms of identification. Satisfaction of the application criteria in this Agreement does not automatically grant the right to be a Member, and Membership criteria and the application process may be changed by OutTings from time to time in its sole discretion. Applications are subject to final approval by OutTings in its sole discretion. All Memberships are non-transferable and non-refundable. Membership is conditional on OutTings acceptance of Member's application, reference (if accessed by OutTings), confirmation of the terms and conditions of this Agreement, the Privacy Policy, and the Terms of Use.

2.02 Ownership; Use. Neither Membership nor this Agreement grants Members any rights of ownership, use or control over OutTings, OutTings' operations or finances, or any rental equipment. OutTings and/or its licensor(s) remains the sole owner of the rental equipment and any other items made available to a Member hereunder. A Member may use OutTings rental equipment only after Membership approval, purchase of the experience rental online, and acceptance of term of use.

2.03 Eligibility. To be eligible for initial and continued Membership, the Member must:

(a) Obtain at its own expense all necessary services needed to use the OutTings website (including a mobile device and wireless service). Charges from a Member's wireless carrier or communication service are not OutTings responsibility. OutTings makes no guarantees that the website can be accessed by all wireless devices or service plans or that it will be available in all locations;

(b) Provide OutTings with a valid credit or debit card number, billing zip code, and expiration date. Member agrees to immediately inform OutTings of any and all changes relating to the applicable credit or debit card;

(c) Fully complete the Membership profile and agree to be bound by the terms and conditions in this Agreement, the Privacy Policy, and the Terms of Use, and confirm that all documents requested by and submitted pursuant to the application are accurate and truthful;

(d) Subject to the terms of the Privacy Policy, by submitting an application, Applicants grant OutTings permission to obtain their information from third parties to decide whether or not they are eligible for Membership. OutTings may carry out checks such as, but not limited to, an identity check. OutTings may pass on applicant's personal information to third-party agencies to carry out such identity,, and those agencies may keep a record of any search that they conduct.

Such checks may also leave an electronic note or “footprint” on the applicant’s record. The information is not sold to third parties by OutTings;

(e) Be 18 years old or older;

(f) Have the ability to lift a minimum of 20lbs safely;

2.04 Changes to Agreement. OutTings may edit and revise this Agreement in its sole discretion at any time, so Members should check the Agreement on the Site periodically. OutTings will promptly send Members notice of any material changes by email to the address provided by the Member during the application process, by notification through the site, or by other means. OutTings will post the revised Agreement on the Site. The revised Agreement is effective the moment the new version is sent to the Member by email or uploaded to the Site unless otherwise indicated. Use of the Services after revision to the Agreement qualifies as acceptance by Member(s) of the new Agreement.

2.05 Duration of Agreement. This Agreement shall be in force between OutTings and you from the Effective Date through the duration of the Term, subject to the provisions of Section 14.07.

2.06 Termination; No Refund.

Termination by Member. If the Member is in compliance with all the terms of this Agreement, the Privacy Policy, and the Terms of Use, the Member may terminate his or her Membership immediately for no reason, subject to payment of any fees due at the time of the Member’s request for termination.

Termination by OutTings. OutTings may terminate this Agreement and Member’s Membership upon notice to Member at any time without cause. Without limiting the foregoing, OutTings may immediately terminate this Agreement and Member’s Membership, at its sole discretion and without notice, if the Member:

fails to pay any sum due;

fails to comply with any term or condition specified in this Agreement, the Terms of Use, and/or the Privacy Policy on the Site;

is involved in an incident with a reservation, in OutTings’ reasonable discretion, renders the Member ineligible or inappropriate for continued Membership;

is determined to possess multiple accounts;

engages in any activities or conduct that OutTings determines to be unsafe, inappropriate, negligent, offensive, abusive, fraudulent, or otherwise unacceptable, including, but not limited to, failing to observe any safety requirement set forth in this Agreement or applicable law, whether observed by OutTings or OutTings’ employees directly or as reported to OutTings by a third

party along with credible evidence, which credibility will be determined by OutTings at its sole discretion;

is not paying the Member's debts as such debts generally become due, becomes insolvent, or proposes any dissolution or liquidation;

engages in communications which OutTings and/or its authorized agents deem to be deceptive, untruthful, or incomplete in their disclosure of required information;

No Refund. No fees will be refunded in the event of termination. Members agree that they must continue to maintain an account/membership within good standing during the entire Term. In the event of termination, Member is responsible for all fees and expenses incurred through the date of termination. In the event of termination, Member agrees to immediately return all OutTings property in their possession to OutTings, and agrees to cover all legal fees and expenses necessary for OutTings to recover any debts owed by Member under this Agreement.

2.07 Availability. The Services are available to Members subject to the limitations specified herein and to any changes to the availability of the Service that OutTings may make from time to time in its sole discretion. OutTings makes every effort to provide OutTings Services on days and hours of operations as specified on the OutTings site, but does not guarantee that OutTings Services will be available at all times, as weather conditions, unforeseen events or other circumstances might prevent OutTings from providing the OutTings Services. Current operating hours for the Service are available on the Site at <https://theouttings.com/articles/operating-hours>. Access to OutTings Services is also conditioned on the availability of rental experience. OutTings does not represent or warrant the availability of any of OutTings Services or the availability of any Rental at any time.

3.0 General Rental and Use of Rental Experience Service.

3.01 Compliance with Rules. Member agrees to comply with all the Rules set forth herein and in Appendix A attached hereto, and the Fees and Violation and Termination Policy set forth on the Site.

3.02 Rates. Members may use the Rental Equipment on a reservation day or as otherwise in accordance with the pricing described including, if any, add ons (such as additional seating, upgrades, additional items). In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by OutTings. OutTings will charge Member at time of purchase of online reservation, and Member agrees to pay OutTings, all applicable fees for the Services pursuant to the price described. Members agree to pay a refundable security deposit per every rental as calculated in cart upon checkout, which is returned after equipment is returned less any fee for lost/damaged equipment. Only season pass membership can forego security deposit but are responsible for payment if equipment is lost or damaged up to the full market price of equipment item. For purposes of calculating late fees, times will be rounded up to the nearest quarter of hour. If time exceeds 4 hours pass return time without proper notification, member will be responsible for the charge of

the full cost of all items unaccounted for, and authorities may be alerted. From time to time and in its sole discretion, OutTings may waive or discount the fees associated with a rental. Such waiver or discount shall not be construed as a waiver by OutTings of any other rights under this Agreement. For the avoidance of doubt, rental for which OutTings waves or discounts a fee nonetheless constitute rentals under this Agreement and are subject to all of the restrictions and covenants herein. Member expressly acknowledges and agrees that this Agreement and any rentals taken hereunder are supported by good and adequate consideration separate and apart from any rental experience fee.

3.03 Pick Up Fees. If Member requests that the Rental Experience be picked up by OutTings staff because Member is unable to return a equipment to a designated area (i.e., Member leave rental on private or public property, a locked community, or another unreachable area,), OutTings may choose to charge Member a pick-up fee of up to \$150, as well as any applicable ticket fees. If any rental equipment under Member's account is abandoned without notice, Member will be responsible for all reservation fees, lost/damage fees and any applicable ticket fees until the rental equipment is recovered, plus a service charge (currently up to \$150) to recover the rental equipment. Fees are subject to change.

3.04 Payment. Member represents and warrants to OutTings that Member is authorized to use any credit or debit card Member furnishes to OutTings. Member authorizes OutTings to charge the card for all fees incurred by Member, and to transmit Member's credit card information to OutTings' third-party vendors for the sole purpose of processing such charges. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by OutTings. All fees and costs are due when they are reserved, including but not limited to security deposit and all other costs and fees as provided in the confirmation email or on the Site. Temporary or prepaid credit/debit cards are not an acceptable form of payment.

3.05 Pre-Authorization. OutTings may place a temporary hold on your credit/debit card before a rental to verify that your payment information is still valid, or in certain instances to verify that your credit/debit card has the necessary funds to cover OutTings fees and costs. Pre-authorization is not a charge to your account, it is a hold on those funds. Once your actual charge is posted to your account it can take up to thirty (30) days for the original pre-authorization to be removed by your bank. It is your responsibility to be aware of how your bank handles all of your transactions, including pre-authorizations.

3.06 Taxes. While using the Services, Member is responsible for all applicable governmental taxes, including sales tax, use tax, or VAT, as applicable. Applicable taxes will be added to Member's bill.

3.07 Disputed Charges. If Member disputes any charge on Member's credit or debit card account, then Member must contact OutTings within thirty (30) days of the date of the disputed charge, and provide to OutTings all reservation information that is necessary to identify the disputed charge, such as the date of the rental and the approximate starting and ending times of

the rental associated with the disputed charge. If no notice is given by Member to OutTings within the foregoing thirty (30) day period, the charge will be final.

3.08 Delinquent Accounts. Members are billed for amounts due via credit/debit card, or other means as established by OutTings. Any Member account which is past due will be suspended by OutTings. If payment of any amount due is rejected by the credit/debit card provided by the Member, Membership, and Member's use of the Services, may be suspended or terminated by OutTings, in its sole discretion. Members are responsible for providing and maintaining current credit/debit card information on file with OutTings. Ongoing issues with credit/debit card billings may result in termination of Membership. Under no circumstances will OutTings be responsible for any overdraft or other fees charged by a Member's credit/debit card bank. In addition, OutTings may engage third parties to collect amounts owed to OutTings by a Member and the Member will also be responsible for any collection or similar fees associated with these collection activities. OutTings also reserves the right to charge interest on overdue charges at the lesser of the rate of 1.5% per month or the highest rate allowable by applicable law.

3.09 No Refunds. Except as set forth above under "Disputed Fees", once charged all fees are final and nonrefundable. This includes but is not limited to the lost/damage fees, even if the applicant is subsequently denied use of the Services following registration.

3.10 Rental Equipment is the Exclusive Property of OutTings or its Licensor(s). Member agrees that the Seating, the Tables, the Blankets/Mats, Coolers, and any OutTing equipment attached thereto that has not been expressed as a gift to member(s); at all times, remain the exclusive property of OutTings and/or its licensor(s). Member must not dismantle, write on, or otherwise modify, repair or deface any rental equipment in any way. Member must not write on, peel, or otherwise modify or deface any branding marks for OutTings in any way. Member must not use OutTings rental equipment, for any advertising or other commercial purpose without the express written permission of OutTings.

3.11 Rental Experience Reservations. Rental Experiences are available to Members in the order of arrival of reservation requests. Members using a rental experience will be charged and billed according to the described cost from confirmation of reservation.. Members may make a reservation using the website and will be billed immediately. Members may cancel or change a reservation via the website or by email and receive a full refund up to 24 hours after pay unless the reservation is less than 24 hours. After 24 hour period refunds are as followed;
After a 24 hour period, cancellation only receives a refund in the form of a store credit for the amount paid;
Changes to reservation are accepted at no additional charge if rental experience is available for use on desired date, time, and location and is at least 24 hours notice to original reservation date;
Cancellation under 24 hour minimum or day cancellation will not receive a refund and 50% of the payment will be donated to a charity of OutTings choice;
Reservations are subject to cancellation by OutTings at any time for any reason without refund or compensation.

3.12 Shared Rental Equipment. Member understands and agrees with each of the following: It is Member's responsibility to also check the quality of rental equipment and to ensure that it is adequate before usage.

The integrity of the rental for usage and/or time that Member may use the rental equipment before it becomes indisposed is not guaranteed.

An equipment item may run out of charging power, or loss of structure and cease to be of use at any time during Member's rental of the rental experience, including before reaching Member's desired destination.

If the equipment runs out of charging power during a rental or becomes unusable, Member shall conclude the rental in compliance with all terms of this Agreement and alert OutTings immediately for a remedy.

3.13 Limitations on Rental Equipment. Member agrees that OutTings is an independent rental service. Alternative means of public and private park and beach usage are available to the general public and to Member individually. OutTings provides rental equipment only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to attend public and/or private outdoor spaces included but not limited to park and beaches, a rental experience on their own and who have agreed to all terms and conditions of this Agreement, the Privacy Policy, and the Terms of Use.

3.14 Safety. As part of the Services, OutTings provides Member and members' parties with the use of the rental experience. OutTings and all other Persons do not represent or warrant the quality or safety of an equipment rentals that include sport gear or other; OutTings as part of the Services, and Member agrees that none of the Persons is liable for any injury or illness suffered by Member and/or any persons, including any members' parties, while using any equipment including sports gear provided by OutTings for use of the Services. Member assumes all risk for themselves and for their members' parties. Member may need to take additional safety measures or precautions not specifically addressed in this Agreement.

4.0 Damages; Liability Coverage.

4.01 Liability Insurance Coverage. Members are solely responsible for covering the cost of any and all damages.

4.02 Lost or Stolen Rental Experience or Items. A rental may be deemed lost or stolen if (a) the rental experience is not returned within four (4) consecutive hours, after EOD business hours (b) the reserving member has not responded to call/text or email after four (4) consecutive hours, (c) the rental moved to an unauthorized private property, in a locked area, or in any other non-public space after a reservation ends, (d) other facts and circumstances that suggest to OutTings in its reasonable, good faith determination that a rental experience item(s) has been lost or stolen. If OutTings deems a rental experience item(s) has been lost or stolen and the loss or theft was not reported by Member to OutTings pursuant to the reporting requirements set forth below in this Agreement, OutTings shall have the authority to take any and all actions it deems appropriate (with respect to the last Member to use the rental experience or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and

damages and filing a police report with local authorities. Member agrees the data generated by OutTings computer systems is conclusive evidence of the period of use of a rental experience by a Member.

4.03 Rental Experience Item(s) Damages. If, while Member has an ongoing reservation with a rental experience, the item(s) is lost, stolen, or damaged in any way, then Member agrees to report the loss, theft, or damage to OutTing within one (1) hour of the accident or incident by contacting OutTings customer service team by phone ((347) 974-3182) or with team member at designated on site location, and to follow the reporting procedures set forth in Section 5.04, below. If a Member fails to abide by the terms and conditions of this Agreement, the Privacy Policy, and/or the Terms of Use, the Member will be solely responsible for the full cost of any loss, accident or incident and any damage arising from such loss, accident or incident. This includes but is not limited to replacement costs for the lost or stolen item(s), and all damage that occurs to the item(s) while in an ongoing reservation with the Member's account. Such damages include, without limitation, the repair costs (estimated or actual) for the item(s) and third-party property, injuries to third parties (including to any passengers, including but not limited to member's party), costs associated with the recovery or transportation of the item(s), and the loss of use of the item(s) or third-party property (including property of person, including but not limited to member's party). Member will be responsible for all damage and costs incurred as a result of the use of a rental experience item(s) by any other person under his/her Member Account. However, in general if the Member is in compliance with all the terms and conditions of this Agreement, the Privacy Policy, and the Terms of Use and was in compliance at the time of any incident, and excluding any loss or theft of the item(s), item(s) damages arising from a Member's use of the item(s) will be limited to the Damage Fee described below. OutTings, in its sole discretion, may not hold a Member liable for any amounts that OutTings may recover from any other party.

4.04 Damage Fee. If a Member is in compliance with all of the terms and conditions of this Agreement, the Privacy Policy, and the Terms of Use and was in compliance at the time of any incident, and except for any loss or theft of the item(s), the Member's responsibility for damages described above will be limited to \$500. However, in the event of negligence, failure to comply with the terms and conditions of this Agreement, the Privacy Policy, and/or the Terms of Use, or intentional wrongdoing, the Member will be liable for the lesser of the full cost of the repair, and the fair market value of the item(s) immediately before the damage, in each case as determined by OutTings in its reasonable discretion.

5.0 Member Responsibilities.

5.01 Acknowledgment. By becoming a Member, the Member represents and warrants to OutTings that the Member has received all explanations as the Member may have reasonably requested concerning the content of this Agreement, the Privacy Policy, and the Terms of Use, including all schedules and appendices, and that the Member has carefully reviewed, understands and agrees to the Member's commitments and obligations hereunder. The Member understands that OutTings may, at its sole discretion, run a background check on the Member

and the Member authorizes this action. The Member also represents that the Member has reviewed, understands, and agrees to this Agreement, the Privacy Policy and the Terms of Use.

5.02 Accidents. If, while Member has an active rental experience, the rental is involved in an accident incident resulting in damage to a third party (including to any persons, including but not limited to an member's party), then first and foremost immediately call 911 and seek any medical attention you and/or anyone else may require. Member must contact the police and fill out a police report, contact OutTings within one (1) hour or, in the event of injury to the Member, as soon as reasonably practicable following the accident or incident by contacting OutTings' customer service by phone ((347) 974-3182). If your injuries do not prevent you from doing so, you must stay at the scene until the police finish their report and allow you to leave. As soon as practicable following the incident, Member agrees to return rental experience if able to OutTings and if necessary to report:

Details, circumstance, and location of the incident (time, address, relevant details of the accident);

Relevant information (e.g., names, phone number);

A copy of the police report for the incident, if any.

5.03 Member Responsibility for Theft or Loss of Rental Equipment Item(s) or other. Except as may be specified otherwise herein, Member is solely responsible for what happens to all OutTings property or other while in use of reservation by Member. This includes, without limitation: any theft of, loss of, or damage to any OutTings of equipment, and/or personal property.

5.04 Member's Party .Members are solely responsible for any damage, lost/stolen to persons or property of any party member. OutTings shall have no liability for such property.

5.05 Pre-Use Safety Check. Before each use rental items, Member shall conduct a safety inspection of the OutTings equipment. Any item(s) has signs of any damage, Member must not use the item(s) and instead must contact OutTings immediately through the OutTings team member onsite or by calling OutTings' customer service ((347) 974-3182). Failure to report damage prior to using the rental experience shall constitute a breach of this agreement and Member may incur liability for any repair costs. It is the Member's responsibility to make sure prior to initiating a reservation that the rental experience is good enough to last for the expected duration of the reservation.

5.06 Fines and Violation Tickets. Members are solely responsible for any violations, including but not limited to alcohol or drug related violations, and/or littering fines incurred during the rental of an Experience. At the end of each rental, Member must return all OutTings property and items and Member is solely responsible for any fines, fees, and/or violations incurred as a result of Member's failure to do so. The Member's responsibility includes fines for late payment and any processing fees due to a Member's use of a rental experience. Members agree to pay

for all violations incurred. The Member agrees that OutTings may charge the Member's payment method on record.

5.07 Limited Types of Use. Member agrees that he/she will not operate and/or use the rental equipment on any location that is prohibited, illegal, and/or a nuisance to others. Member agrees that he/she will not use the rental experience for resale, nor use it in violation of any law, ordinance or regulation.

5.8 Member Responsibility for Use and Damage. Member agrees to return the rental experience items to OutTings in the same condition in which it was rented. Member will not be responsible for normal wear and tear.

6.0 Indemnification; Limitation of Liability.

6.01 Indemnification. Member agrees to indemnify, defend, and hold OutTings, its affiliates, and including if applicable its and their respective, officers, directors, shareholders, partners, employees and agents (collectively referred to herein as "OutTings") harmless from and against all damages, losses, claims, liabilities, injuries, demands, costs, and expenses of any kind (including but not limited to reasonable attorneys' fees) (collectively, "Losses") incurred by OutTings arising out of, resulting from, or related to Member's use or rental of a experience items.

6.02 LIMITATION OF OUTTINGS LIABILITY. Except to the extent any loss or damage is ultimately determined to be due SOLELY to OutTings' gross negligence or willful misconduct:

OUTTINGS IS NOT LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF MEMBER'S RENTAL OR USE OF A EQUIPMENT ITEMS OR THE SERVICES. OUTTINGS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF A EQUIPMENT ITEM(S), ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OutTings is not accountable for any damage to the Member's or any person of the party (including but not limited to member's party) persons or belongings that occurs while renting or usage of rental experience, nor shall it be accountable for any harm to third parties for the actions taken by any Member during the reservation period or use of rental experience. OutTings makes every effort to ensure there are enough rental item(s) per Member's reservations, but cannot guarantee availability or functionality of a rental item(s) and is not responsible for any damages arising from item(s) non-availability. Member's access to and use of rental experience item(s) is subject to availability. If any item is found to be faulty or not in working order, Member must promptly notify OutTings and not use the item.

In exchange for Member being allowed to use OutTings Services, rental equipment items, experiences, and other equipment or related information provided by OutTings, Member agrees to fully release, indemnify, and hold harmless OutTings and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality and every sponsor of any of the OutTings Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Member's use of the OutTings Services, rental equipment items, experiences, and other equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, for purposes of this Section 7.0, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, illness, wrongful death, property damage, or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the OutTings Services, including any of the rental experience items, equipment, maintenance, related information, this Agreement or (b) Member's use of any of the foregoing.

To the fullest extent permitted by law, and as to Member's use of any of the OutTings Services, rental experience, or related equipment, OutTings and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the OutTings Services, rental equipment items, experiences, and related equipment are provided "as is" and "as available," and Member relies on them at Member's own risk.

Member is aware that Member's use of any of the OutTings Services, rental equipment items, experiences, and other equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury, illness, or death to Member or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

Weather conditions;
Other persons in public area;
item malfunction;
communicable diseases; and
Weather alerts.

Member is solely and fully responsible for the safe operation of rental equipment at all times. Member agrees that OutTings does not provide or maintain places to use rental, and that

OutTings does not guarantee that there will always be a safe place to use rental. Locations may become dangerous due to weather, traffic, or other hazards. Member agrees even if a rental experience item is properly maintained and that such malfunction is possible and may cause injury. Member agrees that telecommunication and telematics devices may malfunction, even if they are properly maintained and that such malfunction may cause injury. Member assumes full and complete responsibility, for themselves and member of their party, for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of OutTings, the Released Parties, any Municipality or any other party. Member hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Member does not know or suspect to exist in his or her favor at the time of use of OutTings Services, and expressly waives Member's rights under any statutes that purport to preserve Member's unknown claims.

8.0 MEMBER ACCEPTANCE OF AGREEMENT

By filing an application for Membership, you hereby certify the following:

I certify that I have read and expressly agree to the terms and conditions of the above Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am reasonably competent and physically fit lift rental experience items.

I certify that I am the Member; I am 18 years old or over; I will adhere to City, State, and/or Country's rules and regulations by law and this Agreement; I will not allow any person other than myself to reserve a rental experience using my Member Account; I will obey all Parks & Recreations laws; I will use any rental experience item at my own risk; and I have read and expressly agree to the terms and conditions set forth in this Agreement.

9.0 NOTICES.

Any communications and notices from Member to OutTings in relation to this Agreement must be sent to OutTings by email at support@theouttings.com. Routine OutTings communications will be sent to the cell phone number, email address, or mailing address provided by the Member in its application for Membership. OutTings communications may also be sent to Members through notifications or messages within the social links. Any notices deemed necessary for Member's attention while using the Services will continue to be sent to Member even after opting out of communications. To stop receiving notices of any kind from OutTings, Member has to terminate Membership, as more fully described above and in our Privacy Policy.

10.0 PENALTIES.

Member agrees to pay any fines or fees described in the confirmation or on the Site in the event of non-observance of any provision in this Agreement, the Terms of Use, and/or the Privacy Policy.

11.0 DISPUTE RESOLUTION

Please read this clause carefully. It may significantly affect your legal rights, including your right to file a lawsuit in court. This clause is intended to be coextensive with the dispute resolution clause set out in Section 17 of the Terms of Use. Should there be any discrepancy between the terms in this Rental Agreement and those in Section 17 of the Terms of Use, the terms in this Rental Agreement shall govern any disputes arising out of Member's use of the Services or Platform.

We are committed to customer satisfaction. If you have a problem or dispute, we will try to resolve your concerns. If we are unsuccessful, you may pursue claims as explained in this section.

Initial Dispute Resolution

You agree to give us an opportunity to resolve any dispute or claim relating to the Platform or your use (including access to) of the Platform, any dealings with our customer service representatives, any concern regarding any services or products provided, any representations made by us, any statement displayed on our Platform, or in any of our Legal Terms ("Claim") by contacting OutTings customer support at ((347) 974-3182).

Most concerns may be quickly resolved in this manner. Each of you and Company agrees to use best efforts to settle any such Claim through consultation and good faith negotiations, and this consultation and negotiations shall be a precondition to either initiating a lawsuit or arbitration. If we are not able to resolve your Claim within sixty (60) days from the time the information dispute resolution is pursued pursuant to this clause, you may seek relief through arbitration or in small claims court, as set forth below.

Agreement to Binding Arbitration

If we do not reach an agreed upon solution pursuant to the clause immediately above, then the sole recourse for either party is to initiate binding arbitration pursuant to the following:

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THE LEGAL TERMS, OR YOUR USE OF (INCLUDING ACCESS TO) THE PLATFORM, SERVICES, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR

INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce the Legal Terms as a court would.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Arbitration Process

All claims arising out of or relating to these Terms of Use (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Platform shall be finally settled by binding individual arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration. The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to OutTings customer support at (347) 974-3182.

If we request arbitration against you, we will give you notice at the email address or street address you have provided.

Each party will have the right to use legal counsel in connection with arbitration at its own expense.

The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator's decision will follow the provisions of the Legal Terms and will be final and binding.

If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), you will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along

with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS.

Conduct of Arbitration

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances.

The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of the Legal Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator.

The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Legal Terms, including, but not limited to, any claim that all or any part of the Legal Terms is void or voidable.

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Class Action and Class Arbitration Waiver

You and Company further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and Company each expressly waive your respective right to file a class action or seek relief on a class basis.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Small Claims

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

Waiver of Jury Trial; Exclusive Venue for Litigation

To the extent that the arbitration clause set forth above does not apply, and a Claim proceeds in court rather than in arbitration, each party waives any right to a jury trial. Further, each party agrees that any litigation between them for disputes arising out of OutTings's provision of Services in New York shall be filed exclusively in state or federal courts located in New York County, NY, except for small claims court actions which may be brought in New York County, NY or in the county where you reside.

Government Agencies

Notwithstanding any of the foregoing, nothing in the Legal Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

12.0 CHOICE OF LAW

The interpretation of the Legal Terms shall be construed in accordance with the laws of the United States (including the Federal Arbitration Act) and the State of New York, U.S.A., without regard to its principles of conflicts of law or the U.N. Convention on Contracts for the International Sale of Goods.

13.0 ANTI-DISCRIMINATION NOTICE

New York State Law (which may also be applicable in other jurisdictions) prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, or marital status:

refusal to rent;

the imposition of any additional charge (except in certain instances where the renter is under the age of 25); and

In addition, it is unlawful for any rental company to refuse to rent to any person solely on the requirement of ownership of a credit card.

14.0 Miscellaneous.

14.01 OutTings reserves the right to change or amend the Services at any time, or deny the Services to a Member for any reason.

14.02 No waiver by OutTings of any of the provisions hereof is effective unless set forth in writing and signed by OutTings.

14.03 No failure or delay in exercising any right, remedy, power or privilege arising from this Agreement, the Terms of Use, or the Privacy Policy operates as a waiver thereof.

14.04 No single or partial exercise of any right, remedy, power or privilege arising from this Agreement, the Terms of Use, or the Privacy Policy precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.05 Unless stated otherwise, all remedies hereunder shall be in addition to any other remedies available to either party at law or in equity.

14.06 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.07 Provisions of these terms that by their nature should apply beyond the Term will remain in force after any termination or expiration of this Agreement.

14.08 This Agreement may only be amended or modified by OutTings in its sole discretion.

14.09 This Agreement, and any rights hereunder may not be transferred or assigned by the Member without OutTings' express written consent, which may be granted in OutTings' sole discretion.

14.10 This Agreement is binding upon the parties hereto and their permitted successors and assigns.

14.11 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for Member's payment obligations.

14.12 This Agreement, including all terms incorporated herein by reference, which include but are not limited to Appendix A, Payment, Fees, Violation and Suspension Policy, Rules, Privacy Policy, and Terms of Use, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

14.13 Member acknowledges and agrees that Member has not relied upon any promise, representation, or warranty, either express or implied, not contained herein.

14.14 In the event of a conflict between the terms of this Agreement any other document referenced herein, the terms of this Agreement shall govern.

14.15 Member agrees that execution of this Agreement and the Legal Terms by Member constitutes a transaction or transactions involving commerce, as that phrase is defined in and for purposes of the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

Appendix A

RULES OF THE RENTAL EXPERIENCE

As part of the Agreement, Members are required to abide by these rules of the Rental (“Rules of the Rental Experience”), in addition to all the other terms and conditions in the Agreement, the Privacy Policy, and the Terms of Use. By becoming a Member, you acknowledge and agree to follow these Rules of the Rental Experience and that you have read and understand them. Failure to do so may result in fines, fees, or temporary suspension, indefinite suspension, or permanent suspension of your Membership as set out in the Fees and Violation and Suspension Policy on the Site. Capitalized terms herein have the same meanings given in the Agreement.

Member agrees to the following:

Before using a rental experience items, a Member must inspect the items for damage (see below for further details). Member must not use item(s) if there is noticeable damage and must report such damage to OutTings immediately.

Member may not use rental experience items outside of the service area as specified by your confirmation or OutTings team member.

Member may not use rental experience items negligently or in an abusive or harassing manner. Member may not use rental experience items in any areas not allowed by federal, state or local law or for any use outside the intended purpose.

Member may not use rental experience items within any Prohibited Area at any time.

Member should note State and Federal law, rules and regulation of public area and use of alcohol, drugs, medication, or other substance.

The Rental experience must be return at the conclusion of the reservation. If the Rental experience is not returned, the reservation will continue and Member will incurred additional charges.

Member’s rental may be ended at any time by OutTings.

Member can entrust a member of their party to return rental but understanding liability of rental Experience falls upon the account holder.

Member must report any damaged or malfunctioning Rental experience item(s) to OutTings within one (1) hour of the malfunction through the team member onsite or by calling OutTings customer service.