

COMPANY POLICY

READ CAREFULLY – PARTICIPANTS MUST UNDERSTAND AND AGREE TO TERMS AND CONDITIONS

In exchange for the participation in the activity of kayaking organized by Clearly Tahoe LLC, of PO Box 10196, Zephyr Cove, Nevada 89448 and/or use of property, facilities, and services of Clearly Tahoe LLC, I agree for myself and (if applicable), for the members of my party, to the following:

LIMITATIONS: Age and weight restrictions do apply to both kayak rentals and kayak tours. Please review the following limitations prior to booking. **All participants must be over the age of 5.** Minors under the age of 18 must have a parent or legal guardian present to sign liability waiver. Minors must be at least 12 years of age to operate their own recreational vessel without an adult. Minors under the age of 12 must ride in a boat with an adult. Children will be defined as ages 5-11 and be priced as children. Participants 12-17 years will be priced as a youth. No more than two occupants are permitted in one boat. **Total combined boat load must not exceed a weight of 375lbs.** Passengers must be physically and mentally capable of participating in the described activity. Guests must note any knowledge of medical history that might affect his, her or their family's ability to participate in described activity. **RESPONSIBILITY OF PARTICIPANTS:** It is the responsibility of our guests to review and agree the following limitations and policies prior to booking. Participants must provide their own transportation to and from scheduled rental site. Participants will be responsible for any and all parking or park entry fees associated with parking or entry to a designated tour site. All participants must agree to and sign a liability waiver provided by Clearly Tahoe LLC in order to partake in scheduled activity. If participant is a minor, a parent or legal guardian must be present to sign waiver on behalf of the child or youth guest. Participants may be required to enter up to 12 inches of water prior to boarding the boats. All participants must be capable of entering and exiting the boat without assistance. **DRESS CODE:** Shoes and sharp objects must be removed or covered prior to entering the boat with the exception of neoprene or rubber water shoes. Guest should be prepared for the possibility of getting wet and should dress accordingly. It is recommended to wear sunscreen, hats and protective clothing when exposed to the sun for an extended period of time. **RULES AND REGULATIONS:** Guests must listen to guides and representatives of Clearly Tahoe, LLC during safety speech and throughout duration of activity. Participants will be required to wear a US Coast Guard approved life preserver provided by Clearly Tahoe LLC. All personal life preservers must be inspected and approved by our Clearly Tahoe staff. Life preservers must be worn at all times on the water or near the water. Guests are responsible for their own safety during scheduled breaks, pre or post activity. No alcohol, drugs or controlled substances of any kind will be permitted on the tour. No smoking will be permitted during tour. No weapons of any kind will be allowed in the kayaks. No pets of any kind will be permitted in Clear Kayaks. If a service animal is necessary, arrangements can be made. **Any special arrangements involving service animals or medical needs must be made at time of booking or a minimum of 48 hours prior to scheduled activity.** Personal items should be kept in dry bag or waterproof container. Clearly Tahoe LLC prohibits any kind of container or bag that might scratch or damage the kayaks in any way. Clearly Tahoe LLC is not responsible for any loss or damage to personal items resulting from participation of described activity. Clearly Tahoe LLC reserves the right to refuse service to any participant at any time for any reason without refund. The employees or representatives of Clearly Tahoe LLC may refuse service if any participant seems potentially harmful to themselves or others. **RENTAL POLICIES:** All Renters must be over 18 years of age and show valid government issued ID and credit card at time of check-in. Participants under the age of 18 must have a parent or legal guardian present at all times during the activity. Renter will be responsible for any and all bodily injury to members in his/her party or property damage that may occur while rental items are in their possession. It is the responsibility of the renter to review complete Company Policies and agree to the terms and fees prior to making a rental reservation. Failure to meet rental requirements will result in non-refundable same-day cancellation and be subject to our same-day cancellation policies. **LOST, STOLEN OR DAMAGED ITEMS (Applicable to Rentals only):** There will be a fee of \$60 or more for any major scratches to clear kayak. Renter shall agree to take full financial responsibility for any lost, stolen or damaged items included in rental package. Replacement costs are to be agreed upon as follows: Clear Kayak: \$1,600, Seat: \$55, Paddles: \$50, Life Preservers: \$35, Dry Bag: \$30, Cooler Bag: \$20, First Aid Kit: \$40. **ADDITIONAL RENTAL FEES:** Extending rental time without prior reservation may result in a charge of \$50/hour per boat. Additional fees associated with alterations to initial reservation, late fees or damages will be automatically charged to Renter's card on file. **CANCELLATION POLICY: TOUR CANCELLATION:** All cancellations must be made by phone within 48 hours of scheduled tour to obtain a refund. Cancellations made within 48 hours will be eligible for 50% refund of entire purchase. 50% of original purchase will not be refundable. **BOOKING ERRORS:** Errors in scheduling or cancellations made within 24 hours of booking may be eligible for a

full purchase refund. Cancellation or issue resolution request must be made by email to reservations at clearlytahoe.com within 24 hours original booking was made but no less than 48 hours prior to scheduled tour date. **RESERVATION CHANGES:** Changes to an already existing reservation can be made within 48 hours of scheduled tour. Schedule changes must be made no less than 48 hours prior to scheduled tour. Schedule changes may be subject to a rescheduling fee of \$20/change. Reservation change requests can be made to reservations@clearlytahoe.com but are not a guarantee. **RAIN CHECK CANCELLATION:** Cancellations on the part of Clearly Tahoe LLC might be made in the event of bad weather or unsafe conditions. Cancellations made by Clearly Tahoe LLC will be subject to a full refund of additional purchase price plus a 10% rescheduling discount valid for up to 1 year from cancellation date. Same-day cancellations will be subject to a 20% Rain Check Discount. **NO SHOW:** Late arrivals, show guests, or cancellations made less than 48 hours prior to scheduled tour will be non refundable. **PRIVATE TOURS/RENTALS:** Clearly Tahoe LLC offers a variety of private tours and rentals around the lake. It is the responsibility of our guests to ensure their eligibility to partake in specific tours. Failure to validate eligibility at check-in will result in same-day cancellation of the tour and be subject to our "Same-Day Cancellation Policies". **RENTAL CANCELLATION/RESCHEDULING:** Rental cancellations or changes must be made within 48 hours of scheduled drop off to obtain any refund. Service fees in the amount of \$20 will be non refundable. Rescheduling availability is not guaranteed. **GIFT CARD/ GIFT CARD REFUND:** All gift card purchases are final. No refunds shall be made from time of purchase. Gift cards can be used for multiple transactions and applied to any Clearly Tahoe activity. Gift cards can be applied to online reservations or by contacting our reservation office at (530)554-4664. Gift Cards may be combined with other discounts and offers. Gift cards are not valid after expiration however, may be used to purchase an additional gift certificate prior to expiration. Gift card balance cannot be redeemed for cash. **GIFT CERTIFICATES/GIFT CERTIFICATE REFUND:** Promotional Gift Certificates may be applied to specific activity only. Gift certificates may only be used one time and cannot be combined with any other discounts or offers. Guests must contact our reservation office online at www.clearlytahoe.com/contact or by phone at (530)554-4664 to redeem gift certificates. Unused balance on gift certificates is non-refundable and may not be redeemed for cash value. Gift certificates are valid through expiration date only. **MERCHANDISE RETURN:** Clearly Tahoe LLC Merchandise purchased through directly through Clearly Tahoe may be subject to a full refund within 7 days of purchase. Customer must have original purchase receipt. Merchandise must show no signs of wear or usage prior to return. **MERCHANDISE EXCHANGE:** Exchanges can be made within 30 days of purchase. Item must show no signs of wear or usage. Exchanges are based on availability. Products could be exchanged for item of equal or less value. Original purchase receipt must be presented for an exchange. No monetary refund will be provided. Merchandise purchased via third party companies or sponsors will be subject to third party return/cancellation policies. **THIRD PARTY PURCHASES:** Items ordered on our website through third party retailers are subject to the policies of that third party retailer. Clearly Tahoe takes not responsibility for transactions through third party companies. **DISCOUNTS:** To receive local discounts, at least one member of the party must provide proof of residency or employment in a lake-bordering town that can be verified by a Clearly Tahoe staff member upon check in. All other discounts and gift certificate redemptions must be made via phone by calling the Clearly Tahoe reservation office at (530)554-4664. **GROUP DISCOUNTS:** Groups of 10+ guests are subject to a 20% discount on any clear kayak tour or rental. Private tour fees are waived for private groups of more than 20 guests. Reservation requirements apply. Additional payment options may be available. **GROUP DEPOSIT:** Large groups must make a non-refundable deposit in the amount of \$500 for quotes exceeding \$1,000 or 50% of balance for quotes amounting to less than \$1,000. Deposit must be made at the time of reservation to confirm date and reserve boats. **GROUP RESERVATION CHANGES:** Group Changes made within 14 days of scheduled activity will not result in change fees. Balance will be updated 14 days prior to scheduled tour. Group reservation changes can be made within 48 hours of scheduled activity but may result in reservation change fees. Changes are limited and not guaranteed. It is recommended that groups anticipate high to ensure availability if group size increases. **FINAL PAYMENT/BILLING:** Group will be responsible for making final payment within 14 days of scheduled activity. Failure to make final payment within 7 days of scheduled activity may result in a late fee in the amount of 10% of balance due. Additional fees resulting from last minute changes are required within 48 hours of scheduled activity. Failure to make payment within 48 hours of scheduled tour will result in non-refundable cancellation of activity. **GROUP CANCELLATION:** Cancellations made within 14 days of scheduled activity will be refundable. Initial deposit will be non-refundable. Group cancellations or changes made after 14 days will be non-refundable.