

## EFOIL CAPE COD RENTAL POLICY 2025

Congrats on your eFoil Rental! Here is some important information to help your rental go smoothly. All eFoil equipment is expensive and hardly ever rented due to the risk of damage and improper handling, and also the opportunity cost of even one eFoil being removed from the lesson pool. Since you have demonstrated responsibility and proficiency with eFoil operation, you are one of the lucky few who can rent. Enjoy the eFoil, and please read this policy with care.

*Contact me with questions at any time. I'll be more than happy to help!*

Owner of eFoil Cape Cod: **Fin**

Call & Text Phone: **(508) 296-5634**

Email: **fin@efoilcapecod.com**



### Rental Checklist:

- eFoil Board w/ eBox
- Mast w/ Front and Back Wings
- Mast Screws and 5mm Allen Key
- Controller
- Battery
- Charger
- Lift 4 Manual
- (Potentially) an extra controller, extra battery, or Blowfish inflatable attachment and pump
- Bag with Equipment: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### HANDLING ESSENTIALS:

**NEVER let the battery run below 20%.** ALWAYS stop riding at the LATEST 25%. It is bad for the battery to run low, it must be charged IMMEDIATELY when low.

**NEVER leave the battery in the sun.** Keep sand out of the connections.

**ALWAYS ride in a safe place away from boat traffic and with ample depth (at least 4 feet).** Know your area and see local topographical maps. Ride close to shore and let someone know your plans.

**ALWAYS ride responsibly. Lifejackets are required,** and we recommend having people keeping an eye on you & knowing your plans (where and when you're riding).

**ALWAYS store the eFoil and equipment in a safe and secure place.** You are responsible for keeping the equipment accounted for, and are liable in cases of theft.

**NEVER** replace the battery or open the hatch while on the water. Power off the controller when handling the board or switching riders.

**Common Questions:**

**Syncing the controller to the eFoil.** eBox must be turned on. Turn on the controller while simultaneously pressing the + and - buttons. When all three buttons are simultaneously pressed, the controller should display a bluetooth symbol, indicating it is ready to pair. Finish pairing by pressing the black button on the side of the eBox with the controller close to it.



**Potential Damage Fees:**

If the battery is found to be below 20%, you may be subject to a fee. The battery is expensive and even occasionally running it down below 20% jeopardizes its longevity.

If any piece of equipment is damaged significantly, such as a clipped wing or dented/cracked board, you may be subject to replacement costs at wholesale prices. Note: we will be reasonable about replacement costs, and the full amount will not be expected unless the piece is either non functional or close to it. For example, if there is a large scrape on a wing, we may ask for a partial payment of \$200 that covers partial damage.

**If you notice damage, contact us immediately so we can help you and order replacement parts ASAP.**

**Full Replacement Costs:**

Back Wing: ~\$250

Front Wing: ~\$600-800

Mast: ~\$2000

Board: ~\$3500

Battery: ~\$3000-3500

Charger: ~\$750

Controller: ~\$200

*(After 3 years of rentals, we have only had one back wing break - due to riding in a shallow area - which was replaced for \$250. Operate responsibly and there shouldn't be an issue.)*

**Rental Liability Waiver and Acknowledgement:  
RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS**

*eFoil Cape Cod 2025 - RENTALS*

I, the undersigned, acknowledge that participation in eFoil rental and operation is a potentially hazardous activity that carries inherent risks, including the risk of severe injury or death. I understand that even though eFoil Cape Cod has taken all reasonable precautions to provide a seaworthy eFoil and safe experience, it is impossible to guarantee safety prior to, during, or following participating in eFoil operation or rental, including both on-land handling and on-water riding. Therefore, I hereby release and waive my rights to make a claim for injuries or damages against the Operator, and its assignees, heirs, agents, employees and Contractors including, but not limited to, eFoil Cape Cod (LLC), arising from my participation in the rental & operation of eFoils and related activities provided by the Operator, or any contractors of the Operator. By signing below, I agree to the following:

**1. Assumption of Risk**

I am aware that the operation of eFoils is a potentially dangerous activity. Serious bodily injury or death can occur by your participation in the operation of eFoils. Some of the risks and dangers include, but are not limited to, loss of or damage to personal property, injury or fatality due to the operation of eFoils, collision with obstacles, accidents in remote places without medical facilities, hypothermia, resultant drowning. I am voluntarily participating in the rental & operation of said eFoils and related activities with full knowledge of the risks and dangers involved, and I hereby agree to accept and assume all risks of damage, injury or death, and verify the above by signing.

I further acknowledge that the activities take place in the open ocean, where the presence of marine wildlife—including sharks—poses an additional inherent risk. When renting, I will select riding locations that are considered relatively safe and not known shark hotspots. eFoil Cape Cod will take reasonable precautions to mitigate this risk, including monitoring known sightings, adhering to beach and wildlife authority warnings, and altering or cancelling lessons as deemed appropriate for safety. Despite these precautions, I recognize that shark encounters are unpredictable and cannot be fully controlled or prevented. I expressly assume all risks associated with the presence of marine wildlife and release eFoil Cape Cod and its agents from liability for any harm resulting from such encounters.

**2. Voluntary Participation**

I confirm that I have voluntarily requested to participate in this activity on the scheduled date(s) or entire rental duration. I do so with full knowledge of the associated risks.

**3. Safety, Health, Substance Use, and Participation Conditions**

I understand that I share responsibility for my safety and the safety of others and I accept this responsibility. I agree to comply with all instructions from the Operator before and during the lesson, and rental instructions and policy conditions. I understand that I share responsibility for my own safety and the safety of others. The Operator prioritizes safety and reserves the right to cancel or modify lessons at their sole discretion due to weather, sea conditions, or other safety considerations. I may also choose not to participate at any time. I affirm that I will not participate while under the influence of alcohol, cannabis, or any impairing substance, including prescription or over-the-counter medications that affect coordination or judgment. I understand that eFoil Cape Cod reserves the right to deny participation to anyone suspected of being under the influence. I agree that if I violate this policy, I am solely responsible for any resulting injury, damage, or loss and I waive all claims against eFoil Cape Cod, its

staff, owners, and affiliates arising from such violation. I confirm that I have no known physical or psychological conditions that would prevent me from safely participating in eFoil activities.

All participation conditions are especially important in the context of rentals where eFoil operation is unsupervised by eFoil Cape Cod personnel. Accordingly, the renter and riders have total responsibility and liability for operating safety and responsibility.

#### 4. Responsibility for Damages

I acknowledge and agree that I am responsible for any damage to eFoils or other operational equipment provided by eFoil Cape Cod that results from my negligent actions, willful misconduct, or failure to comply with safety instructions or operational guidelines. I understand that I may be held financially liable for the cost of repair or replacement of damaged equipment if such damage is determined to be the result of my actions. I agree to reimburse eFoil Cape Cod for such costs upon request.

#### 5. Responsibility for Additional Users

I understand that as the primary renter, I am solely responsible for the eFoil and any person I allow to operate or use the equipment during the rental period. I agree that any additional riders I permit to use the eFoil must meet all safety and eligibility requirements and that I am fully liable for their conduct, safety, and any resulting damage or injury. I acknowledge that I am responsible for informing all additional users of the safety guidelines and ensuring their compliance. I understand that if a rider in my group damages the equipment or hurts themselves while operating the eFoil, that I am liable as the primary renter by signing below. I agree to indemnify and hold harmless eFoil Cape Cod and its affiliates from any claims, damages, or losses arising from the use of the equipment by anyone in my party.

#### 6. Acknowledgment of Understanding

I certify that I have carefully read this waiver and fully understand its contents. I am aware that the Operator, and its Contractors, cannot guarantee my safety during the instruction, rental, & operation of eFoil and related activities, and that this is a release of liability and evidence of a contract between myself and the Operator or its Contractors, and I execute it voluntarily and willingly of my own free will, in consideration for the instruction, rental, & operation of said eFoils to be provided to me as a Passenger/Rider/Renter. **Severability:** If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full effect. **Entire Agreement:** This document represents the complete agreement between the parties regarding liability and supersedes any prior oral or written representations.

#### SIGNATURES

Participant's Name (Printed): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rental Duration: \_\_\_\_\_