

O'PAL Rental Kayak & SUP Terms & Conditions

These Terms and Conditions govern your use of our rental kayaks and rental paddleboards (SUP). Please agree to the following before rental.

1. Responsibility of the "vessel captain"

Kayaks and paddleboards are defined as vessels under the Ships and Vessels Act, the Maritime Traffic Safety Act, and the Act on Preventing Collisions at Sea. The "captain" of a kayak or paddleboard is the master of the vessel, and he or she bears the heavy responsibility of avoiding accidents and mishaps. Please use these vessels with the awareness that the captain bears full responsibility for any accidents or mishaps that occur on the lake.

2. Rental Eligibility

As stated in the previous section, the captain assumes full responsibility for anything that may arise on the lake. For this reason, rental eligibility is limited to only those customers who fulfill the safety management capabilities indicated below.

- (1) Have experience with the kayak or paddleboard to be rented and have the capability of rescuing themselves to ensure their own safety under all conditions. (Or, have a companion in the same group with equal experience and ability, who can ensure the safety of all members of the group through group rescue, and who can cooperate with the group in performing the following (2) through (6).)
- (2) Understand the importance of life jackets and be able to wear them.
- (3) Be able to make emergency contact on the lake using a cell phone.
- (4) Understand changes in weather and other conditions and be able to take evasive action to ensure safety.
- (5) Be aware of other vessels such as sightseeing boats, fishing boats, and other pleasure boats, and be able to ensure safety.
- (6) Comply with laws and regulations and contribute to safety on the lake.

3. Reservation and Application for Rental

Please make a reservation in advance via our website or by phone. Only those who agree to these Terms and Conditions are eligible to rent a kayak or paddleboard.

To use the service, please visit us during our business hours and fill out a rental application form. At that time, you may be asked to present proof of identification such as a driver's license, insurance card, student ID, passport, or other identification that confirms your name and address.

4. Rental Fees

Please refer to our website for rental fees.

5. Rental of Kayaks and Paddleboards (SUP)

When renting a kayak or paddleboard, a staff member will instruct you on its proper use. Please listen to the staff member's instructions and make a careful inspection of your kayak or paddleboard.

To prevent water accidents, please make sure that you have a functioning cell phone available and go over the designated rental area (Article 11 of this Agreement).

6. Return of Kayaks and Paddleboards

Please return your kayak or paddleboard within the time specified on the application form and notify the staff of your return. If you are unable to return your kayak or paddleboard within the designated time (including cases where you do not notify the staff), an extension fee of 1,000 yen (tax not included) will be charged for up to 30 minutes after the designated time, and an additional 1,000 yen (tax not included) for every 30 minutes after that.

7. Accidents

In the event of an accident during the rental period, the customer shall immediately notify O'PAL of the date, time, location, cause, and circumstances of the accident, and if necessary, take the steps required by law, such as contacting the police. We will not be liable for any accidents.

8. Breakdown, damage, loss, etc.

If your kayak or paddleboard breaks down, is damaged or lost during the rental period, please contact us as soon as possible.

In the event of breakdown, damage, loss, etc. of the kayak or paddleboard caused by violation of the scope of use by the customer (stipulated in Article 10 of the Terms and Conditions), the customer shall bear the costs required for repair. In addition, if the

kayak or paddleboard is damaged or requires repairs and can no longer be rented out due to violation of the scope of use by the customer, the customer will be required to provide compensation for the loss for the period during which rental is not possible.

O'PAL shall not be liable for any loss incurred by the customer or a third party, such as schedule delays or missed transportation, due to malfunction of the kayak or paddleboard.

If damage is caused to the customer from malfunction of the rental kayak or paddleboard by any fault of O'PAL, O'PAL will compensate the customer for the damage within the scope of our liability insurance. Compensation for any other damages will not be provided.

9. Assistance and Expenses

If the customer is unable to return by himself/herself, please contact us as soon as possible. A fee of 5,000 yen (excluding tax) per 30 minutes from dispatch to return will be charged for rescue.

If the customer does not contact us after the scheduled return time, we may, at our discretion, begin rescue operations regardless of the customer's intention. In addition, if we are unable to rescue the customer by ourselves, O'PAL may send another organization to rescue the customer. In such cases, the customer will be responsible for all costs incurred.

10. Prohibition of use outside the designated scope of use

The following uses are prohibited as considered to be outside the permitted scope of use. O'PAL shall not be liable for any accidents, malfunctions, or damage that occur due to violation of the scope of use (damage insurance also cannot be applied).

- (1) Use while or after consuming alcohol or using drugs.
- (2) Use in violation of these Terms and Conditions or laws and regulations
- (3) Use outside of the designated rental area (Article 11 of this Agreement)
- (4) Use at night (from sunset to sunrise)
- (5) Use without a life jacket
- (6) Use of kayaks or paddleboards with unauthorized modifications
- (7) Continued use of the kayak or paddleboard after any abnormality is found
- (8) Use by a third party other than the customer listed on the application form
- (9) Any other use that is offensive to public order and morals

11. Designated Rental Area

The designated area for use is between the pier in front of our facility and the mouth of the Taishoji River, within 300 meters from the shore (see diagram below). Use outside of the designated area is prohibited.



12. Refusal of Rental

O'PAL reserves the right to refuse the rental of kayaks and paddleboards in the following cases.

- (1) When there is a possibility that the applicant (or accompanying persons) may violate these Terms and Conditions, such as violations of the scope of use.
- (2) When it is recognized that the applicant (or accompanying persons) belongs to an organization related to a crime syndicate or related persons or other antisocial forces
- (3) When wind speed exceeds 5 m during the rental period or is predicted to exceed 5 meters/hour.
- (4) When the water temperature falls below 18 degrees Celsius during the rental period or is predicted to fall below 18 degrees Celsius during the rental period
- (5) When O'PAL otherwise deems it inappropriate.

13. Cancellation of reservations

If you wish to cancel a reservation, please contact us as soon as possible.

Cancellation fees are 50% of the cost on the day prior, and 100% of the cost the day of the reservation.

If you are going to be late for the reserved time, please contact us beforehand. If you do not contact us in advance and 60 minutes have elapsed from the reserved time, it will be considered an automatic cancellation and you will be charged a cancellation fee (100% of the usage fee).

14. Other

Any changes to these Terms and Conditions will be announced at our head office one week prior to the change. In case of emergency, however, we will notify the customer as soon as possible.

If any matter arises that is not covered by these Terms and Conditions, the customer and O'PAL shall consult with each other in good faith to resolve the matter.

O'PAL OPTEX Co., Ltd.
Hours: 9:30~17:30 (Closed
Thursdays)
TEL: 077-579-7111