

# EPLEY'S BOISE RIVER RENTALS EQUIPMENT RENTAL AND RELEASE OF LIABILITY AGREEMENT

Please Print

<b>LESSEE'S NAME:</b>	
<b>ADDRESS:</b>	<b>DATE:</b>
	<b>HOME PHONE:</b>
<b>DRIVER LICENSE NUMBER:</b>	<b>WORK PHONE:</b>

**FLOATING THE BOISE RIVER IS AN INHERENTLY DANGEROUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY AND/OR DEATH. THOSE FLOATING THE RIVER MAY ENCOUNTER DANGEROUS CONDITIONS INCLUDING FAST MOVING WATER, RAPIDS, INCLIMATE WEATHER, OTHER RAFTERS AND SWIMMERS, AND OBSTACLES. SOME OBSTACLES, INCLUDING ROCKS, TREES, BRANCHES, AND LITTER, MAY BE SUBMERGED AND NOT VISIBLE FROM THE SURFACE. RAFTS, TUBES, AND OTHER PERSONAL WATERCRAFT AND FLOATATION DEVICES MAY BE CAPSIZED, CAUGHT ON BRANCHES AND ROCKS, PUNCTURED, AND/OR DIFFICULT TO MANUEVER. INFANTS, SMALL CHILDREN, INDIVIDUALS WHO CANNOT SWIM, AND ANYONE SUFFERING FROM SERIOUS MEDICAL CONDITIONS SHOULD NOT FLOAT THE RIVER. PERSONAL FLOATATION DEVICES SHOULD BE WORN BY ALL PERSONS WHILE ON THE WATER.**

**Statement of Charges:**

The undersigned, as lessee, hereby hires from Epley's Boise River Rentals, as lessor, equipment with associated charges listed on the attached receipt. Equipment rented on the following terms and conditions:

A valid picture I.D. (Drivers License) is required to rent any equipment. **A VALID CREDIT CARD IS REQUIRED FOR RAFT, KAYAK, AND DELUXE TUBE RENTALS.** A \$20.00 refundable deposit or Credit Card deposit is required per vest and paddle. Lessor only accepts cash or credit cards. **NO PERSONAL CHECKS ACCEPTED.**

**Additional Charges:**

Equipment rental is for a period of three (3) hours and is due back today at \_\_\_\_\_. **Please Initial \_\_\_\_\_.** All equipment is to be returned at Ann Morrison Park. Equipment is **NOT** to be kept overnight. Lessee acknowledges and agrees to pay late fees of \$30/hour for rafts, kayaks and \$10/hour for Deluxe tubes, tubes, paddles, and vests, and agrees that these fees are per hour or any fraction thereof past the return time. Lessee acknowledges and agrees to pay a fee of \$150 per raft, kayak and \$50 per item for all other equipment kept overnight. Equipment can be returned at Ann Morison Park until 8:00 p.m. (Wednesday-Friday) and 9:00 p.m. (Saturday, Sunday and Holidays). Equipment not returned by 11:00 a.m. the day after renting will be reported stolen.

Lessee acknowledges and agrees to be responsible for the cost of lost, stolen, or damaged equipment. If rental equipment is not returned in suitable condition, as determined by lessor, lessee understands and agrees that lessor reserves the right to charge lessee for any damages, repairs, replacement, or special cleaning of property. Lessee agrees and authorizes lessor to use lessee's security deposit and/or charge lessee's credit card on file for such costs. Lessee agrees to notify lessor upon return of any damage sustained while the equipment was in lessee's possession. **Please Be Aware:** Do not leave rafts, kayaks or tubes in the sun – they may explode.

**Lessee Certifies** that he/she is at least 18 years old and acknowledges, agrees, and accepts that

1. Per Idaho State Code and I.D.A.P.A Rule all persons 14 years of age and younger must wear a U.S. Coast Guard approved personal floatation device (PFD) while in or upon a boat or raft. Additionally the lessor requires that all persons using rental rafts or kayaks must wear a PFD while floating the river.
2. Rafts or kayak may not be used to carry people in excess of the carrying capacity.

**Express Assumption of Risk and Responsibility:**

Lessee understands and is aware that rafting, tubing, and floating the river are **Hazardous** activities. Lessee understands that use of lessor's tubes, rafts, kayaks and other equipment involves a risk of injury to any and all parts of the user's body and possible death. Lessee hereby agrees to freely and expressly assume and accept any and all risks in the use of the equipment rented.

Lessee agrees to expressly indemnify, defend, and hold Epley's Boise River Rentals, its officers, agents, and employees harmless from and against, any and all liability, expense, loss, injury, or death to lessee, or any person or property, including reasonable attorney's fees, in instituting or defending any action or proceeding arising from lessee's rental of equipment equipment, including, but not limited to, claims for negligence, breech of warranty, contract, claim, or any other legal theory. Lessor assumes no risk of injury to lessee, or any liability for the use of equipment.

Lessee acknowledges and agrees that all passengers 18 years of age and older who will be using equipment have signed the Passenger Release of Liability Agreement on back. Total persons using a tube, raft or kayak \_\_\_\_\_.

**Additional Terms of Agreement:**

All rafts, kayaks, tubes, and other equipment rented from Lessor are for use only on the Boise River between Barber and Ann Morrison Parks.

Lessee acknowledges that lessor is not the manufacturer or dealer of the equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the equipment.

This agreement combined with the Passenger Release of Liability Agreement constitutes the full agreement between lessor and lessee. There may be no modifications to this agreement. Lessee acknowledges he/she has received the equipment listed on the attached receipt and has inspected the equipment and finds that it is in good condition and suitable for lessee's purposes. **Please Initial \_\_\_\_\_**

**I have read this document in its entirety and agree to all terms and conditions.**

**Signature of Lessee** \_\_\_\_\_ **Date** \_\_\_\_\_

Office Use Only		Comments		
Rafts	4 Person	6 Person		
Tubes	Regular	Deluxe		
Paddles		Kayaks		
Vests	Adult (over 90lbs)	Youth (60-90lbs)	Child (30-60lbs)	Infant (under30lbs)
Employee Check Out		Check In		

**PASSENGER RELEASE OF LIABILITY AGREEMENT  
TO BE FILLED OUT BY ALL PASSENGERS 18 YEARS OF AGE OR OLDER**

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Passenger, in consideration of being permitted to be a passenger and/or use equipment rented from Epley's Boise River Rentals on \_\_\_\_\_, 20\_\_\_\_, understands and is aware that rafting, tubing, and floating the river are **Hazardous** activities. Passenger understands that the use of tubes, rafts, and other floatation equipment in the Boise River involves a risk of injury to any and all parts of the user's body and possible death. Passenger hereby agrees to freely and expressly assume and accept any and all risks in the use of the equipment rented.

Passenger, as further consideration, agrees to expressly indemnify, defend, and hold Epley's Boise River Rentals, its officers, agents, and employees harmless from and against, any and all liability, expense, loss, injury, or death to passenger, or any person or property, including reasonable attorney's fees, in instituting or defending any action or proceeding arising from rental of rafting, tubing, and/or floating equipment, including, but not limited to, claims for negligence, breech of warranty, contract, claim, or any other legal theory. Epley's Boise River Rentals assumes no risk of injury to passengers, or any liability for the use of equipment.

Passenger acknowledges that Epley's Boise River Rentals is not the manufacturer or dealer of the equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the equipment. Passenger acknowledges further that wearing a U.S. Coast Guard approved personal floatation device while in or upon a raft is a safety requirement, and that the U.S. Coast Guard and State of Idaho require that a suitable life vest be provided for each person in all boats-motorized & non-motorized. Passenger acknowledges that Epley's Boise River Rentals has provided a sufficient number of life jackets at no extra charge at the time of rental.

**I AM OVER THE AGE OF 18 AND I HAVE READ THIS RELEASE OF LIABILITY AND AGREE TO ITS TERMS.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
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