

**BOISE RIVER RAFT AND TUBE RENTALS
EQUIPMENT RENTAL AND RELEASE OF LIABILITY AGREEMENT**

Please Print

LESSEE'S NAME:	
ADDRESS:	DATE:
EMAIL ADDRESS:	CELL PHONE:
DRIVER LICENSE NUMBER:	WORK PHONE:

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 Boise River Raft and Tube 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. (Monday-Thursday) and 9:00 p.m. (Friday, 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. Replacement costs are:

6 man raft - \$2,850.00 4 man raft -\$2,300.00 Kayak - \$1,795.00 Kayak Paddle - \$65.00 Raft Paddle - \$25.00 Tube -\$350.00 PFD - \$25.00

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 have a PFD accessible 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 equipmentrented.

Lessee agrees to expressly indemnify, defend, and hold Boise River Raft and Tube 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

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reasonable attorney's fees, in instituting or defending any action or proceeding arising from lessee's rental of equipment, including, but not limited to, claims for negligence, breach 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 orkayak _____.

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** _____

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

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Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, recommended minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed.

Zeller Recreation Incorporated DBA Boise River Raft and Tube Rentals has implemented systematic and comprehensive preventative measures to reduce the spread of COVID-19 per the requirements of the Centers for Disease Control, Central District Health, as well as all permitting agencies and equipment manufacturers; however, Zeller Recreation Incorporated DBA Boise River Raft and Tube Rentals cannot guarantee that you, your child(ren), and all guests who sign this waiver of liability will not become infected with COVID-19. All signees acknowledge voluntarily seeking services provided by Zeller

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Recreation Incorporated DBA Boise River Raft and Tube Rentals, and acknowledge compliance with all set policies and procedures to reduce the risk of COVID-19 spread while participating in floating the Boise River. All signees also hereby acknowledge by signing below that original signee, my children, and any other guest who signs this waiver is not experiencing any symptom(s) of illness including but not limited to cough, shortness of breath or difficulty breathing, fever (temperature of 100.4 or higher), chills, repeated shaking with chills, muscle pain, headache, sore throat, or new lost of taste or smell. Additionally, I, my children, and all other guests who have signed this agreement hereby certify no medical diagnosis of Coronavirus/COVID-19, or if a diagnosis has been received, certified medical clearance as non-contagious by state or local public health authorities. Additionally, to my knowledge, no signees of this agreement or minors in our party participating in floating the Boise River have not been exposed to someone with a suspected or confirmed case of the Coronavirus/COVID-19. I also hereby certify that I, my children, and all other guests who sign this agreement are following all CDC and Central District Health recommended guidelines to the best of our ability and limiting exposure to the Coronavirus/COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), myself, and all other guests who sign this waiver of liability may be exposed to or infected by COVID-19 while renting equipment from Boise River Raft and Tube Rentals, while floating the Boise River, while returning said equipment at Ann Morrison Park, and while riding the shuttle, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Boise River Raft and Tube employees and Officers, agents and representatives, and any other persons who elect to participate in floating the Boise River.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself, and all other guests who sign this waiver of liability as well as any minors participating in floating the Boise River in our party (including, but not limited to, personal injury, disability, and death) that may or may not be the result of illness from the Coronavirus/COVID-19. This includes all damages, loss, claim, liability, or expenses, of any kind, that I or my child(ren), other minors in our group, or any other guests who sign this waiver may experience or incur in connection with the activity of floating the Boise River. On my behalf, on behalf of my children and any other minor guests who float the Boise River in my party, my heirs or any personal representatives, and on behalf of all other guests who sign this agreement I hereby release, covenant not to sue, discharge, and hold harmless Zeller Recreation Incorporated, its DBA Boise River Raft and Tube Rentals, and its employees, agents, and representatives of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Zeller Recreation Incorporated DBA Boise River Raft and Tube Rentals and its employees, agents, and representatives,

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whether a COVID-19 infection occurs before, during, or after participation in floating the Boise River.

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

Signature of Lessee _____ **Date** _____

**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 Boise River Raft and Tube 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 flotation 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 Boise River Raft and Tube 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. Boise River Raft and Tube Rentals assumes no risk of injury to passengers, or any liability for the use of equipment.

Passenger acknowledges that Boise River Raft and Tube 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 flotation 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 Boise River Raft and Tube Rentals has provided a sufficient number of life jackets at no extra charge at the time of rental.

I AM 18 OR ABOVE THE AGE OF 18 AND I HAVE READ THIS RELEASE OF LIABILITY INCUDING COVID-19 RELEASE OF LIABILITY OF PAGE 2 OF THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

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Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

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Signature: _____ **Date:** _____

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Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____