

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

LESSEE'S NAME:	
ADDRESS:	DATE:
EMAIL ADDRESS:	CELL PHONE:
DRIVER LICENSE NUMBER:	# OF PERSONS USING EQUIPMENT

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 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 Runners LLC dba Boise River Raft and Tube Rentals ("BRRT"), 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 SINGLE AND DOUBLE 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 and kayaks; \$10/hour for deluxe single and double tubes; and \$10/hour for paddles and vest. Lessee 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 and/or kayak and \$50 per item for all other equipment kept overnight. Equipment can be returned at Ann Morison Park until 9:00 p.m. 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 - \$3,200.00; 4 man raft -\$2,800.00; Kayak - \$1,800.00; Double Tube-\$600.00; Tube - \$310.00; Kayak Paddle - \$75.00; Raft Paddle - \$25.00: 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.

Boise River Raft & Tube Use Only			Employee Comments
Rafts	4 Person	6 Person	
Tubes	Single	Double	
Paddles	Raft	Kayak	
Vests	Adult(over 90lbs)	Youth(60-90lbs)	
Child(30-60lbs)	Infant(0-30lbs)		
			Employee Check Out

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

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 BRRT, 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, 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 attached hereto.

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.

Lessor has implemented preventative measures to reduce the spread of illnesses but cannot guarantee that Lessee will not be exposed to or infected by diseases. Lessee acknowledges the risks, including potential illness or injury.

The Lessee grants the Lessor the right to take photographs, video recordings, or other media (the "Media") of the Lessee and any minors or guests in their group during activities. The Lessee further grants the irrevocable right to use, reproduce, publish, and distribute the Media for any lawful purpose, including promotional and commercial uses, without compensation. It is acknowledged that the Lessor is the exclusive owner of all rights, including copyright, to the Media. If photographs are taken they may be available for purchase through a third-party provider.

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, Tubes, or kayaks may not be used to carry people in excess of the carrying capacity.

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 voluntarily agree to assume all 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 group (including, but not limited to, personal injury, illness, disability, and death). 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 child(ren) 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 Boise River Runners LLC, 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 Boise River Runners LLC DBA Boise River Raft and Tube Rentals and its employees, agents, and representatives.

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

Signature of Lessee _____ **Date** _____

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

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

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 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.

Passenger, in consideration of being permitted to be a passenger and or use equipment rented from Boise River Raft and Tube Rentals ("BRRT") on _____ **2024**, 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. BRRT has implemented preventative measures to reduce the spread of illnesses but cannot guarantee that Passenger will not be exposed to or infected by diseases. Passenger acknowledges the risks, including potential illness or injury.

Passenger, as further consideration, agrees to expressly indemnify, defend, and hold BRRT, 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, breach of warranty, contract, claim, or any other legal theory. BRRT assumes no risk of injury to passengers, or any liability for the use of equipment.

Passenger grants BRRT the right to take photographs, video recordings, or other media (the "Media") of the Passenger and any minors or guests in their group during activities. Passenger further grants the irrevocable right to use, reproduce, publish, and distribute the Media for any lawful purpose, including promotional and commercial uses, without compensation. It is acknowledged that BRRT is the exclusive owner of all rights, including copyright, to the Media. If photographs are taken they may become available for purchase through a third-party provider.

Passenger acknowledges that BRRT Tube 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 BRRT 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 AND AGREE TO ALL TERMS AND CONDITIONS.

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

Signature: _____ **Date:** _____

Name (Please Print): _____

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

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: _____

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: _____

Name (Please Print): _____

Signature: _____ Date: _____

Name (Please Print): _____

Signature: _____ Date: _____

Name (Please Print): _____

Signature: _____ Date: _____

Name (Please Print): _____