

RETURN DATE _____

RIMROCK ADVENTURES (970) 858.9555 – 927 HWY. 340 FRUITA, CO 81521

RENTAL AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, intend to participate in a river running activity on equipment rented from RIMROCK ADVENTURES that is scheduled to take place on the _____, for the dates of _____.

I acknowledge that this river running activity has inherent risks, hazards, and dangers for any rafter, kayaker, or canoeist that cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- (1) Risks arising from rafting in fast moving, cold, snowbelt rivers in rocky gorges which are not maintained or controlled where foreseen and unforeseen hazards exist such as rapids, river obstructions such as trees and rocks, changing river levels, falling rocks or objects, loose rock, rock slides, wild or domestic animals and changeable and unpredictable weather.
- (2) Risks involved in transport to and from river rafting site including motor vehicle transportation, hiking to the put-in site on rocky, loose soil and those connected with assistance in removal from the river due to injury, weather, or other circumstances.
- (3) Risks connected to my physical condition and the risks of swimming in cold, fast moving water with obstructions and moving along the river bank sometimes over steep, rocky terrain.
- (4) Risks connected to the improper operation of the river rafting equipment provided for my use as a part of the activity and the actions of other participants or individuals not connected with RIMROCK ADVENTURES, but who are on the river.
- (5) I will not operate any vessel, rented from Rimrock Adventures, under the influence of drugs or alcohol.

_____ (please initial)

I acknowledge that I have had the opportunity to discuss the river rafting activity with the appropriate people and to ask questions relative to the use of the rental items and possible hazards and perils which may be present during the activity to my satisfaction in order to make a sound decision relative to my participation in this activity. In consideration of RIMROCK ADVENTURES, making arrangement for assisting me in participation in the river rafting activity, I hereby assume and accept any and all risks of injury, paralysis, or death with full knowledge of the risks, hazards, and dangers connected with this activity.

_____ (please initial)

Lastly, I, for myself, my heirs, successors, executors and subrogers, herby knowingly and intentionally waive and release, indemnity and hold harmless Rimrock Adventures, its officers, agents, employees and volunteers from and against any and all claims, actions, causes of negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my participation in this activity whether such damage, loss, injury, paralysis or death results form negligence of Rimrock Adventures its officers, agents, employees and volunteers or from some other cause.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

SIGNATURE

DATE

PRINT NAME

RENTER INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Home/Alternative: _____

Credit Card # _____ Exp: _____

Driver License # _____ State _____

Vehicle Shuttle: Yes No We are picking you up: Yes No

RENTAL EQUIPMENT IS DUE BACK BY 5:00 PM THE DAY OF RETURN OR 8:00 AM THE FOLLOWING MORNING. IF NOT RETURNED BY THIS TIME, YOU WILL BE CHARGED ANOTHER DAY OF RENTAL. _____ Initial

NAME: _____

RETURN DATE: _____

ITEMS RENTED (Office Use)

BOAT: _____

LIFE JACKETS: _____

OARS: _____

PADDLES: _____

DRY BAGS: _____

FIRE PAN: _____

PUMP: _____

REPAIR KIT: _____

MISC. _____

STRAPS _____

TOILET #: _____ RIMROCK CLEANS: _____ RENTER CLEANS: _____

CHECKED OUT BY: _____ CHECKED IN BY: _____

DAMAGE WAIVER

<p>RAFTS Hole - 1" or less - \$ 100 1" - 3" - \$ 200 3" - 6" - \$ 400 6" - 12" - \$ 600 12" or greater Replacement cost Blown seam - \$100-\$500 D-Ring replacement- \$50 LOST - 18' \$ 6,300 LOST - 16' \$ 5,725 15' \$ 5,320 14' \$ 5,050 12' \$ 2,465</p> <p>Row Frame Dent \$ 50. LOST OR BROKEN Large \$545 Skidguard \$250 Cargo box med. \$360 lg. \$650 Box mounts \$70 Table/Deck \$200</p> <p>Oars Shaft Lost or Broken -- \$82.50 Blade Lost or Broken -- \$64.00</p>	<p>Paddles Lost or Broken Raft/canoe \$31 Kayak \$62</p> <p>SUP Lost or Broken SUP Board \$995 SUP Leash \$20 SUP Paddle \$100 Skeg \$20</p> <p>Inflatable Kayaks Hole - 1" or less \$100 1" - 3" \$200 3" to 6" \$400 6" to 12" or greater Replacement cost LOST 2 person \$1,835 LOST 1 person \$1,390</p> <p>Canoe Hole (fixable) -- \$ 100 Hole (not fixable) -- \$400-\$1,200 LOST \$400 - \$1,200</p> <p>Strap Lost or Broken -- \$8</p> <p>Cooler Dent -- \$ 15 LOST large \$140 LOST medium \$ 85</p>	<p>Pumps Lost or Broken Small - \$30; Large - \$190; Foot Pump - \$30 K-pump -\$75</p> <p>Throw Bag Lost or Damaged \$50</p> <p>Life Jacket Lost or torn Type III \$ 70 Type V \$115</p> <p>Dry Bag Torn \$30 Lost \$75</p> <p>Port-a-Potty (groover) Not cleaned -- \$ 25 Pieces Missing \$ 70 LOST \$420</p> <p>Fire Pan LOST \$25</p> <p>Roll-A-Table \$90</p> <p>Other Equipment M.S.R.P. of replacement value</p>
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RESPONSIBILITY FOR EQUIPMENT

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed.

PHYSICAL CONDITION OF RENTAL ITEM

You acknowledge that prior to taking rental item, you examined it, and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item to RRR in the same condition, except for ordinary wear and tear.

RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented item. You assume all risk inherent in the operation and use of the item and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold RRR harmless from, and hereby release RRR from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item, whether or not to be claimed or found that such damage or injury resulted in whole or in part from RRR's negligence, from the defective condition of the item or from any cause.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON ALL SIDES OF THIS AGREEMENT. I ALSO AGREE TO THE DAMAGE WAIVER CHARGES AND TAKE FULL RESPONSIBILITY FOR PAYMENT OF DAMAGED OR LOST ITEMS. I AGREE TO RETURN A CLEAN BOAT. IF I DO NOT, A \$25 CLEANING FEE WILL BE IMPOSED.

SIGNATURE _____ DATE _____