

CORDINGLEY, LLC
**Boat, River Raft, Tube and Equipment Rental Agreement with Waiver and Release of
Personal or Property Damage and Indemnification of Lessor for Damage to Leased
Equipment**

LESSEE'S NAME: _____ DATE _____
ADDRESS: _____
EMAIL ADDRESS: _____ Phone No. _____
DRIVER LICENSE NO. _____ Work phone _____

FLOATING RIVERS, STREAMS AND LAKES IN IDAHO IS AN INHERENTLY DANGEROUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY AND/OR DEATH. THOSE FLOATING RIVERS, STREAMS AND LAKES MAY ENCOUNTER DANGEROUS CONDITIONS INCLUDING FAST MOVING WATER, RAPIDS, INCLAMAT WEATHER, OTHERS RAFTERS AND SWIMMERS. OBSTACLES MAY BE ENCOUNTERED INCLUDING ROCKS, TREES, BRANCHES AND LITTER MAY BE SUBMERGED AND NOT VISIBLE FROM THE SURFACE. RAFTS, TUBES AND OTHER PERSONAL WATER CRAFT AND FLOATATION DEVICES MAY BE CAPSIZED, CAUGHT ON BRANCHES AND ROCKS, PUNCTURED, AND/OR DIFFICULT TO MANEUVER. INFANTS, SMALL AND CHILDREN, INDIVIDUALS WHO CANNOT SWIM AND ANYONE SUFFERING FROM SERIOUS MEDICAL CONDITIONS SHOULD NOT FLOAT ON RAFTS, BOAT OR FLOTATION DEVICES. FLOATATION DEVICES SHOULD BE WORN BY ALL PERSONS WHILE ON THE WATER.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. **Rental of Equipment:** Lessee does hereby rent from Lessor the following described equipment:

2. **Term:** The term of this rental agreement is: Rent to begin at _____ o'clock ____ .m. on the ____ day of _____, 20____, and to end at ____ o'clock ____ .m. on the ____ day of _____, 20____.

3. **Rental Fee:** Lessee shall pay as rental for equipment designated in paragraph (1) above the sum of: (Check the applicable line)

- A. ___ \$ _____ per hour.
- B. ___ \$ _____ per 1/2 day.
- C. ___ \$ _____ per day.

4. **IDENTIFICATION AND PAYMENT:** A valid picture I.D. (Driver's License) is

required to rent any equipment. A valid Debit or Credit card is required for Rental of any equipment from Lessor. 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 ARE ACCEPTED.**

5. **LATE FEES:** Lessee agrees to pay late fees of \$30.00 per hour for rafts, kayaks and \$10.00 per hour for tubes, paddles and vests and agrees that these fees are per hour any fraction thereof past the return time. Lessee acknowledges and agrees to pay a fee of \$150.0 per raft, kayak and \$50.00 per item for all other equipment kept overnight. Equipment not returned by 11:00 a.m. the day after the rental term ends shall be reported stolen.

6. **LOST OR STOLEN PROPERTY:** 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 the property. Lessee agrees and authorizes Lessor to use security deposit and/or 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 that do not leave rafts, kayaks or tubes in the sun for a great length of time – they may explode.

7. **CERTIFICATION:** Lessee Certifies that he/she is 18 years old and acknowledges, agrees and accepts that:

a. Per Idaho State Code I.D.A.P.A. Rule all persons 14 years of age and younger must wear a U.S. coast Guard approved personal flotation device (PFI) while in or upon a boat or raft. Additionally the Lessor requires that all persons using rental rafts, tubes, kayaks or flotation devices must wear a PFI while floating.

b. Rafts or Kayaks may not be used to carry people in excess of carrying capacity.

8. **Use of Equipment:** Lessee is granted the right to use the equipment only in the following designated waters: *(Put restrictions here)*

9. **Improper Use:** Lessee agrees:

a. that if a boat is rented that the boat shall not be used to carry passengers or property for hire;

b. that if a boat is rented the boat shall not be used to carry passengers or property in excess of the rated capacity of the boat;

- c. that the equipment will not be used for any illegal purpose.
- d. that the equipment will not be used in a negligent manner;
- e. that the equipment will not be operate or used outside the area of use designated in this Agreement;
- f. that the equipment will only be used by any person or persons designated by Lessee to Lessor without written permission of Lessor.

10. **Safety:**

- a. No infants or small children will be allowed to use or given access to any of the equipment;
- b. That there will be no alcohol or non prescription drugs used or allowed by a Lessee or any guest operating, or using the equipment.

11. **Lifesaving Equipment:** Lessor and Lessee agree that all required lifesaving and safety equipment is aboard the boat and in good order and condition at the time of delivery to the Lessee.

12. **Expiration of Lease:** Lessee agrees to return to Lessor the equipment subject to this lease in the same or substantially same condition, as when rented, at the expiration of this agreement.

13. **Indemnification of Lessor:** Lessee agrees to indemnity and hold Lessor harmless for any and all damages to property or persons arising out of the use of the equipment by Lessee, including, but not limited to, all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that Lessor ever has or may have, arising from or in any way related to Lessee=s use of said equipment, including swimming and/or fishing activities, and Lessee assumes any risk, and takes full responsibility for any claims of personal injury, death or damage to personal property associated with the use by Lessee of this boat.

WITNESS OUR SIGNATURES as of the day and year stated above.

Signature of Lessor

Signature of Lessee

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

FLOATING AND BOATING ON THE WATERWAYS OF IDAHO IS AN INHERENTLY DANGEROUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY AND/OR DEATH. THOSE FLOATING THE RIVER OR ENJOYING THE WATERWAYS OF IDAHO MAY ENCOUNTER DANGEROUS CONDITIONS INCLUDING FAST-MOVING WATER, RAPIDS, INCLIMATE WEATHER, OTHER RAFTERS, BOATERS, SWIMMERS AND OBSTACLES INCLUDING ROCKS, TREES, BRANCHES AND LITTER MAY BE SUBMERGED AND NOT VISIBLE FROM THE SURFACE. RAFTS, TUBES, AND OTHER PERSONAL WATER CRAFT AND FLOATATION DEVICES MAY BE CAPSIZED, CAUGHT ON BRANCHES AND ROCKS, PUNCTURED, AND/OR DIFFICULT TO MANEUVER, INFANTS, SMALL CHILDREN, INDIVIDUALS WHO CANNOT SWIM, AND ANYONE SUFFERING FROM SERIOUS MEDICAL CONDITIONS SHOULD NOT FLOAT OR NAVIGATE THE WATERWAYS OF IDAHO.

In consideration of Passenger being permitted to be a passenger and/or use equipment rented from Cordingley, LLC on _____ 20____, understands and is aware that rafting, tubing, and floating the waterways of Idaho are HAZARDOUS activities. Passenger understands that the use of tubes, rafts, boats and other floatation equipment on the waterways of Idaho involves a risk of injury to any and all parts of 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 agrees as further consideration to expressly indemnify, defend and hold Cordingley, LLC, its officers, agents, and employees harmless against 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, boat and/or floating equipment, including, but not limited to claims for negligence, breach of warranty, contract, claim, or any legal theory. Cordingley, LLC assumes no risk of injury to passengers, or any liability for the use of equipment.

Passenger acknowledges that Cordingley, LLC is not the manufacturer or dealer of the equipment and has not made 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.C. Coast Guard approved personal flotation device while upon a raft, boat or floatation device 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 and non-motorized. Passenger acknowledges that Cordingley, LLC has provided a sufficient number of the 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 ITS TERMS.

Signature _____ Date: _____
Name (Please Print) _____

Signature _____ Date: _____
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