



Elgin, Oregon
541-876-5298

Boat Rental Agreement

This agreement begins on (date):_____ and will remain in force through (Date):_____
If the renter is renting more than one boat, this agreement will cover all boats under the renter's name.

This agreement is between:

Please Print

AND

Joining Waters Raft Rentals LLC

604 N. 11th Street

Elgin Oregon 97304

Name_____

Address_____

City, State, Zip_____

The following terms and conditions shall apply for the length of the rental.

This Agreement sets up for rental only and does not include any rights, title or interest in the boat or equipment, except for the use of the boat and equipment as described in this agreement.

Should any property belonging to Joining Waters be retained for any reason by the rentor after the expiration or termination of this agreement. Joining Waters has the right to retrieve their lawful property from any property or facility in which the renter has stored it.

Each rental shall include the following:

Boat Description: Inflatable self-bailing raft with frame, cargo net, tiedowns. mooring rope, throw bag and oars.

Included equipment:

1. One (1)Cooler
2. Two (2)Dry Boxes
3. One (1).....Fire Pit
4. One (1).....Camp Toilet with Bags, (not provided for Snake and Salmon Rivers)
5. Four(4).....Dry Bags per boat
6. Four(4).....Life Vest per boat

Boat patterns of set up may vary slightly.

INT_____ The owner and renter agree that the total rent sum of \$_____ will include rental of the boat and any extra equipment expenses, excluding any costs for repairing any excess wear and tear of the boat and will be paid at the end of the trip. Joining waters reserves to charge any credit card on file for damaged or missing equipment.

Payments may be made by personal check, cashier's check, money order, certified check, cash, or major credit card. All rental agreements require a credit card on file in case of loss or damage to rented property.

Cancellations: Should the renter cancel their reservation for any reason within 14 days of rental pick up scheduled date of rental. There will be a \$100.00 cancellation fee charged to the credit card on file.

INT_____ The renter assumes and agrees to bear the entire risk of loss of, theft of, damage of or destruction of the boat from any cause whatsoever. In the event of such an occurrence to a boat, the renter will give the owner prompt notice of the occurrence and there after replace the boat in good repair, condition, and working order.

SEVERABILITY . If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties with amend this Agreement to give effect to the stricken clause to the maximum effect possible

WAIVER. The failure of either party to enforce any provision of this rental agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

WARRANTIES. The Boat here in is in an "as is" condition and the owner has not made, and does not hereby make, any representation, warranty or covenant expressed or implied with respect to condition, quality, durability, capability or suitability of the boat or against any patent or latent defects therein.

INSPECTION, The owner and rentor acknowledge that the boat has been inspected and the renter accepts the Boat as being in good condition, not including manufacturer's defects

ENTIRE AGREEMENT AND MODIFICATION. This Rental Agreement constitutes the entire agreement between the parties. No modification or amendment of this Rental Agreement shall be effective unless in writing and signed by both parties.

ARBITRATION. Any controversy or claim relating to this agreement including the construction or application of this agreement, will be settled by binding arbitration under the rules of the American Arbitration Associations, Or similar dispute resolution service and any judgement granted by the arbitrators may be enforced in any court of proper jurisdiction.

INDEMNIFICATION. River rafting is an unpredictable outdoor sport affected by many factors including experience of the renter's operating the boat, weather conditions, and wilderness conditions.

INT _____ Renter(s) understands that conditions in the wilderness including wildlife encounters, river conditions, available camp spaces and weather are wholly unpredictable and releases JOINING WATERS from all liability for any injury or loss incurred during their rafting trip.

INT _____ Renter(s) understand that river rafting is an unpredictable outdoor sport and that river conditions Are constantly changing. JOINING WATERS will provide life vests for passengers of the boat. (note: 4 jackets provided for each boat and others provided for a fee). The renter agrees that all participants will wear life vests at all times when on the boat and thereby releases JOINING WATERS from all liability for injury or death.

The signature of this Rental Agreement constitutes a binding contract:

Renter _____ Date _____

Owner _____ Date _____

Matt Crowson, Owner Joining Waters Raft Rentals. LLC