



## EQUIPMENT RENTAL, FOOD PACKAGE SELECTION, AND RELEASE OF LIABILITY AGREEMENT

LESSEE'S NAME:		NUM. CHEESBURGER MEAL PACKAGES:
ADDRESS:	DATE:	NUM. 2 SMOKIES MEAL PACKAGES:
MINORS UNDER 16 WITH AGES:		NUM. OTHER MEAL PACKAGES & TYPE:
DRIVER LICENSE NUMBER & PROV./STATE:	PHONE:	NUM. CHILDREN PACKAGES:

**FLOATING THE OLD MAN RIVER IS AN INHERENTLY DANGEROUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY AND/OR DEATH. YOU MAY ENCOUNTER DANGEROUS CONDITIONS INCLUDING FAST MOVING WATER, INCLEMENT WEATHER, OTHER RAFTERS, BOATERS, SWIMMERS, AND OBSTACLES. SOME OBSTACLES, INCLUDING ROCKS, TREES, BRANCHES, AND LITTER, MAY BE SUBMERGED AND NOT VISIBLE FROM THE SURFACE. RAFTS OR TUBES MAY BE CAPSIZED, CAUGHT ON BRANCHES AND ROCKS, PUNCTURED, AND/OR DIFFICULT TO MANUEVER. INFANTS, SMALL CHILDREN, POOR SWIMMERS, AND ANYONE SUFFERING FROM SERIOUS MEDICAL CONDITIONS SHOULD NOT FLOAT THE RIVER. PERSONAL FLOATATION DEVICES SHOULD BE WORN BY ALL PERSONS. AS YOU ARE PERMITTED TO USE THE BARBEQUE FACILITIES, YOU ARE RESPONSIBLE FOR MAINTAINING THE SANITATION OF YOUR FOOD AND HEREBY WAIVE THE RIGHT TO CLAIMS AGAINST THE LESOR FOR ANY LIABILITIES AND DAMANGES, INCLUDING FOOD-BORN ILNESSES AND DEATH ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF BARBEQUE FACILITIES.**

**Statement of Charges:**

The undersigned, as lessee, hereby hires from Old Man River Tubing and Raft Tours, 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 RENTALS.** A \$20.00 refundable deposit, Credit Card or valid driver's license is required **per** tube. Lessor only accepts cash or credit cards. **NO PERSONAL CHECKS ACCEPTED.**

**Additional Charges:**

Equipment rental is for a period of no more than **four (4)** hours and is due at your landing site today by \_\_\_\_\_. **Please Initial** \_\_\_\_\_. All equipment is to be returned to **Pavan Park or Hwy. 3 Parking Lot and must be signed in as returned by OMR Staff.** Equipment is **NOT** to be kept overnight. Lessee acknowledges and agrees to pay late fees of \$20/hour for rafts and \$10/hour for 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 and \$50 per item for all other equipment kept overnight. Equipment can be returned at Pavan Park until 7:30 p.m or to Hwy 3 Parking Lot until 8:00 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. 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 or tubes in the sun – they may burst.

**Lessee Certifies** that he/she is at least 18 years old and acknowledges, agrees, and accepts that

1. Per Alberta law, there must be device (PFD) for each person using a raft. Additionally the lessor requires that all persons five and under on tubes must wear a PFD while floating the river.
2. Rafts 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, 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 Old Man River Tubing and Raft Tours, 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 a Release of Liability Agreement. Total persons using a tubes, or raft being paid for by above mentioned lessee: \_\_\_\_\_.

**Additional Terms of Agreement:**

All rafts, tubes, and other equipment are for use only on the OLD MAN RIVER between Botterill Bottom Park and Pavan Park.

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

Signature of Lessee \_\_\_\_\_ Date \_\_\_\_\_

PLEASE INDICATE YOUR CHOICE OF EQUIPMENT				
Num. Rafts	Num. Paddles			
Num. Tubes	Num. Double Tubes		Num. Cooler Tubes	
Num. Super Soakers	Water Shoes			
Num. Vests	Adult (over 90lbs)	Youth (60-90lbs)	Child (30-60lbs)	Infant (under30lbs)
OFFICE USE ONLY: Employee Check Out			Check In	