

Rental Agreement

Waiver and Release of Liability

Name: _____ Date: _____
Street Address _____ City _____ ST _____
How did you hear about High Country Rafting? _____

In consideration of High Country Rafting, their owners, volunteers, participants, and all other participants or entities including but not limited to: Deer Creek State Park, The State of Utah, Utah Dept. of Natural Resources, Utah Division of Parks and Recreation, The Utah Dept. of Public Safety and The Provo River Water Users Association, The U.S Bureau of Reclamation, and their respective officers, directors and agents, representatives, acting in any capacity in their behalf (hereinafter collectively referred to as "HCR") furnishing services and/or equipment to enable me to participate in river activities (rafting, kayaking, tubing, fly-fishing, canoeing, catarafting, riverboarding, swimming, and shuttle service). I hereby agree to release and discharge "HCR" on behalf of my children, my parents, and my heirs, myself, assigns, personal representative and estate as follows:

1. I acknowledge that river activities entails unknown and unanticipated risks which could result in physical or emotional injury, disease, strains, fractures, partial or total paralysis, death, or damage to myself, to property, or to third parties. These risks and dangers may be caused by the negligence of "HCR"; the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, kayak, tube, fishing, riverboarding, canoeing, or catarafting, and such other risks, hazards and dangers that are integral to rafting activities that take place in an outdoor and recreational environment.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify, and hold harmless "HCR" from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of "HCR" equipment or facilities, including any such claims which allege negligent acts of omissions of "HCR".
4. Should "HCR" or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, and hold them harmless for all such fees.
5. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which "HCR" or its agents is a party shall be either the Provo of Utah Justice Court, or County or State Supreme Court in Utah County.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else, or I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
7. **If I choose to participate in a river activity without a guide, I the undersigned agree to pay in full to "HCR" any damages to or cover completely the loss of equipment that "HCR" rented to me. I agree that the damages and costs will assessed in the following manner:**

1. Rafts and Inflatable Kayaks

\$15.00 per inch on any rips or tears. \$2800.00 for complete loss or abandonment of Raft, Kayak, Cataraft or Canoe
\$350.00 loss or abandonment of thwart (raft seat) \$50.00 broken or lost oar or kayak paddle \$25.00 lost raft paddle

2. Tubes and Wetsuits

\$25.00 for loss or abandonment of inner tube \$50.00 for loss or abandonment of outer tube shell or PFD

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. It is my intention to exempt and relieve "HCR" from liability for personal injury, property injury, or wrongful death caused by negligence or any other cause.

Signature of Participants:

X _____	X _____
X _____	X _____
X _____	X _____
X _____	X _____
X _____	X _____

Signature of Parent or Guardian (if less that 18 years of age, please print name of minors)

Minor's Name _____ Parent or Guardian signature(informed consent) _____
Minor's Name _____ Parent or Guardian signature(informed consent) _____