IDAHO DEPARTMENT OF PARKS AND RECREATION POLICIES AND PROCEDURES			
Number	**Effective**	**Title**	**Owner**
VI-60	08/12	Boat Rental	Operations

Approval: Nancy Merrill

1 Purpose

This policy describes the statutory authority and defines the procedure for documenting and processing the public rental of "human-powered" watercraft (canoes, kayaks, rowboats, peddle boats, etc.) by the Idaho Department of Parks and Recreation or concessionaires thereof not previously covered in any Department rule, regulation, policy, or guideline.

2 Legal Authority

This policy sets forth procedures concerning the rental of human-powered watercraft on all lands and waters owned or administered, and any programs administered by the Idaho Department of Parks and Recreation. This policy shall be promulgated pursuant to Idaho Code Section 67-7032 and 67-7003(22), and shall be construed in a manner consistent with the duties and responsibilities of the Idaho Park and Recreation Board as set forth in Idaho Code Title 67, Chapter 42. This policy shall not be construed as affecting any valid existing rights.

3 Definitions

Board. The Idaho Park and Recreation Board, a bipartisan, six (6) member board appointed by the Governor.

Department. The Idaho Department of Parks and Recreation.

Director. The director and chief administrator of the Department, or the designee of the director.

Boat Rental Release Form and Rental Agreement. An instrument authorizing the use of Department owned or contracted human-powered watercraft and associated equipment.

Human-powered watercraft. Those watercraft designed to be powered by human-muscle and not utilizing mechanical methods of propulsion.

Renter/Participant. The parties to whom a Boat Rental Release Form and Rental Agreement is granted for the purpose of renting or using Department owned or contracted human-powered watercraft and associated equipment.

Watercraft. All vessels as defined in the Idaho Code 67-7003 (22).

4 Policy

The Department may rent human-powered watercraft if the proposed activity:

- will not conflict with law, rule, policy, or guideline.
- will not, as determined by the Park/Program Manager, cause derogation of the park's or program's resources or values, visitor experiences, or the purpose for which the park or program was established.
- will not likely present a threat of illness, personal injury, or property damage; and
- will not unduly interfere with normal park or program operations, resource protection, or visitor use.

- occurs when water temperature in the top three (3) feet of the water column is 58 degrees Fahrenheit or greater.

A Boat Rental Release Form and Rental Agreement is required for any activity that permits the use of human-powered watercraft owned by or under concessionaire agreement with, the Department and is not already covered in any other Department rule, regulation, policy, or guideline.

The Department's Boat Rental Release Form and Rental Agreement is the instrument utilized to release the Department from liability and indemnify the Department. Additionally, the Form and Agreement serve to ensure that the Renter/Participant is aware of pertinent safety issues, and will contain the following information:

- Renter/Participant name and address.
- Description of equipment being rented.
- Emergency contact information.
- Term limit identifying the intended length, in days or hours.
- Adherence to all applicable Department, federal, state, county, municipal rules and regulations.
- Signature of the renter and all participants on separate Boat Rental Release Form and Rental Agreements.
- Signature of the Department representative handling the transaction.

All Renters must be a minimum of 16 years of age.

The Idaho Department of Parks and Recreation reserves the right to refuse rental of watercraft at its discretion.

Idaho Department of Parks and Recreation
Liability Release and Rental Agreement

I, _____ (herein referred to as "Renter/Participant"),
Print Name

being of lawful age, and in consideration of being permitted to rent recreational equipment as listed below from [ENTER PARK NAME] State Park and of being permitted to use such equipment in the Park, do hereby release, acquit and forever discharge the State of Idaho and the Idaho Department of Parks and Recreation, and their agents, officials, officers, employees, representatives, successors and assigns (collectively, "Parks") from any and all losses, injuries, actions, causes of action, loss of services, expenses, costs, charges, compensations, damages, claims, suits, or demands of any nature or kind whatsoever, currently existing or that may exist in the future, that arise from, are on account of, relate to, or in any way grow out of the rental, use, operation, control or possession of equipment under this Liability Release and Rental Agreement. Renter/Participant recognizes that recreational activities and/or use or operation of the recreational equipment rented hereunder is potentially dangerous and may result in property damage, personal injury, or death, to Renter/Participant or to others, and expressly accepts any and all such risks. Renter/Participant certifies that he/she has carefully read and completely understands the above and signs this General Release of his/her own free act.

Initial:_____

I, _____, Renter/Participant's parent or legal guardian ("Guardian") do
Print Name (only if Renter/Participant is younger than 18 yrs)

hereby, and in exchange for the consideration recited above, release, acquit and forever discharge Parks from any and all losses, injuries, actions, causes of action, loss of services, expenses, costs, charges, compensations, damages, claims, suits, or demands of any nature of kind whatsoever currently existing or that may exist in the future, that arise from, are on account of, relate to, or in any way grow out of the rental, use, operation, control or possession of equipment under this Liability Release and Rental Agreement. Guardian recognizes that recreational activities and/or the use or operation of the recreational equipment rented hereunder is potentially dangerous and may result in property damage, personal injury, or death, to Renter/Participant or to others, and expressly accepts all such risks. Guardian certifies that he/she has carefully read and completely understands the above and signs this General Release of his/her own free act.

Initial (only if Renter/Participant is younger than 18 yrs):_____

Renter/Participant or Guardian, as the case may be, hereby agrees to indemnify and hold harmless Parks from and against all actions, causes of action, motions, claims, suits, attorney fees or liabilities arising, alleged, held or adjudicated against Parks in connection with this agreement or with the rental, use or operation of the equipment rented hereunder.

Initial:_____

The Renter/Participant or Guardian, as the case may be, hereby agrees to pay all rental fees for the equipment rented hereunder and to pay for any and all damages to rental equipment due to misuse, carelessness, neglect or loss.

Initial:_____
Initial:_____

The Renter/Participant or Guardian, as the case may be, hereby agrees and acknowledges that Renter/Participant is personally and solely responsible for the safe and lawful use and operation of the rental equipment and for familiarizing himself/herself with the safe and lawful use and operation of such equipment. The Renter/Participant or Guardian also agrees and acknowledges that Parks is under no duty or obligation whatsoever to provide instruction or information regarding the safe or lawful operation of the equipment, regardless of whether Parks actually provides any such instruction or information.

Initial:____

By signing hereunder, Renter/Participant or Guardian, as the case may be, hereby certifies that he/she has read and understands all of the above, and hereby assents and agrees to each and every release, promise, warranty, obligation, statement and representation herein.

Initial:____

Date_____

Name_____ Time Checked Out_____
Address_____ Time Checked In_____
Phone_____ Campsite #_____

Driver's License#_____ Water Temperature

_____

Vehicle License#_____
*Emergency Contact Name and Phone #_____
Equipment Rented: Boat (indicate type) _____ Paddles___ PFDs'/Cushions_____ Key___

Method of Payment:

Cash _____ Check _____ Credit Card _____

Credit Card-VISA OR
MASTERCARD_____
Expiration Date_____
Amount Paid_____

Signature of Renter/Participant_____

Signature of Renter/Participant's Parent or Legal Guardian (required if Renter/Participant is younger than eighteen (18) years of age)_____

Signature of Employee_____