

## 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 Lake Cascade 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. **All equipment must stay within the boundaries of Lake Cascade. All Renter/Participant or Guardian is to stay out of the fore bay of the dam and loading zone of the handling docks.**

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: \_\_\_\_\_

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 \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Campsite # \_\_\_\_\_

Driver's License# \_\_\_\_\_

Vehicle License# \_\_\_\_\_

\*Emergency Contact Name and Phone # \_\_\_\_\_

Equipment Rented: Boat (indicate type) \_\_\_\_\_ Time Amount \_\_\_\_\_

Paddles \_\_\_ PFDs'/Cushions \_\_\_\_\_ Tethers \_\_\_\_\_

Method of Payment:

Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit Card \_\_\_\_\_

Credit Card- (circle one)

VISA OR MASTERCARD

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 \_\_\_\_\_