

# CITY OF POCATELLO – OUTDOOR RECREATION RENTAL EQUIPMENT AGREEMENT

I, \_\_\_\_\_, as the renter of equipment provided by the City of Pocatello, hereby represent that I have knowledge on the proper use and function of the equipment provided. I also agree to the following terms of the rental agreement:

- I agree that I will assume all of the risks and dangers that exist by participating in this activity, and that I am participating in this activity voluntarily and of my own free will.
- I agree that I will not use this equipment in a manner that is contrary the manufacturer's recommendations.
- I acknowledge that outdoor sports are dangerous and can cause injury and I agree to not hold the City of Pocatello, its employees, or any other agency, liable for any injuries or loss of property that may occur, including, but not limited to, physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.
- I agree to pay for the replacement of any equipment that is lost or damaged beyond repair at the following rates:
  - Hard goods, such as rafts, kayaks, oars, frames, coolers, boxes, etc., shall be replaced at 100% of our replacement cost plus a 5% restocking fee if the equipment is 5 years old or less. If the equipment is more than 5 years old the equipment will be replaced at a rate of 70% of our replacement cost plus a 5% restocking fee.
  - Soft goods, such as wet suits, splash jackets, dry bags, ropes, etc., shall be replaced at 100% of our replacement cost plus a 5% restocking fee if the equipment is 3 years old or less. If the equipment is more than 3 years old the equipment will be replaced at a rate of 50% of our replacement cost plus a 10% restocking fee.
- I agree to pay for the repair of the rented equipment at the rate of \$50/hour, plus materials.
- I agree to return all the equipment on the specified date and time. If I fail to return the equipment on the specified date and time I agree to pay for the extra time at 150% of the regular rate.
- I understand that I will be sent a bill for any fees outlined above within 4 weeks of the rental return date. From the time I am sent a bill, I will have 3 business days before the credit card I provided for the rental of said equipment is charged with said fees. Within that 3 day timeframe, I will have the opportunity to call and dispute any charges that appear to be erroneous.
- I understand that loading, unloading, and transportation of a canoe or other boat onto my vehicle has the potential to cause damage to people or property. It is my choice to have the boat loaded/unloaded by the City of Pocatello staff and I agree to assume responsibility for any damages. I will not hold the City of Pocatello or its staff liable for any damages to people or property that may occur due to loading, unloading or transport of this equipment.
- I have also read and understand all of the City of Pocatello Parks and Recreation Department's Outdoor Recreation Rental Policies for renting equipment.

By signing below, I attest that I have read, understood and agreed to these conditions. My signature further indicates that all information provided on the rental sheet is true and correct.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

