



Packraft America, LLC

AGREEMENT - RELEASE OF LIABILITY

DUE DATES AND LATE FEES

All equipment is due on the date specified at the time of booking and must be either returned in person to Packraft America, LLC Denver location, or postmarked for return shipping on the prearranged due date, the first full day following the end of the rental period. If gear is returned late, a fee will be charged to equal the rate of the last day of rental plus twenty percent for each piece of gear for each successive day not returned. *(Please initial)* _____

DAMAGE AND REPLACEMENT FEES

I agree to accept all equipment rented from Packraft America as is and accept full responsibility for the care of all rented equipment. If any equipment is lost and/or damaged/ rendered *permanently unusable*, the charge will be equivalent to the replacement value of the entire item. If a part is broken or lost and *can be replaced*, the cost of the part will be assigned as a damage fee. Renters will be contacted within a week with the total fee amount. Fees will be charged to the credit card on hold used for deposit for the gear. *(Please initial)* _____

CLEANING FEE

Renters who return excessively dirty or wet equipment will be charged a cleaning fee appropriate to the offense. The cleaning fee will vary, maximum of \$20 per item. Renters are strongly encouraged to clean and dry all rented equipment items. *(Please initial)* _____

SAFETY

I agree to always wear a proper fitting Coast Guard approved Type III Personal Flotation Device while using the rental equipment. I agree to always wear a proper fitting helmet designed for paddling whitewater when using the rental equipment. I also agree not to exceed Class III whitewater, as defined by American Whitewater, while using the rental equipment. *(Please initial)* _____

RELEASE OF CLAIMS

A. In consideration for personal rental of Packraft America, LLC's equipment, I accept for use, as is, the equipment rented. I understand that the use of recreational, outdoor rental equipment involves risk, including the risk of injuries, illnesses, and even death. I personally assume these risks and release any claims that I may have against Packraft America, LLC, or their owners, employees, managers, agents, affiliates, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "Providers") for any injuries or illnesses that I may suffer as a result of using Packraft America, LLC's recreational equipment, including any claims that my heirs may have in the case of my death. *(Please initial)* _____

B. I agree not to sue and to release Packraft America, LLC and/or their owners, employees, managers, agents, affiliates, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "Providers") from all injury, death, property loss and damage or the related liability which results from the equipment users participation in recreational water sports/packrafting for which this equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the negligence of providers, or any other person or cause. I further agree to hold harmless, defend and indemnify Providers/Packraft America, LLC for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment. *(Please initial)* _____

Therefore, if any of the equipment is lost or damaged, I agree to pay the cost of repairing or replacing the equipment. In addition, I agree to pay the cost of additional cleaning and drying if, when I return the equipment, it is excessively dirty or wet. And I agree to pay a late fee if I return the equipment after the scheduled return date and time.

Additionally, I have read and understand the contents of this document, voluntarily sign this Outdoor Equipment Rental waiver of liability for Packraft America, LLC, and accept full responsibility for the rental equipment while it is rented in my name.

(Please initial) _____

Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____

(Signature of each participant or parent/guardian required for renters under 18 years)

Packraft America, LLC
Highlands Ranch, Colorado
720-924-1806