

## Desert Highlights LLC Packraft Rental Agreement and Release of Liability

Pickup Date \_\_\_\_\_

Return Date/Time \_\_\_\_\_

Trip Location \_\_\_\_\_

### LOCATION DISCLOSURE

I have disclosed my intended route to Desert Highlights LLC (hereinafter referred to as Desert Highlights) and understand that there are certain rivers and sections of rivers that I am not allowed to take Desert Highlights equipment on. If it is determined that I took the equipment to an area that is different from what is stated on this rental agreement, I agree to pay a fee of \$300. I authorize the use of my on-file credit card for this purpose. (Please initial) \_\_\_\_\_

Trip Location: \_\_\_\_\_ (Please Initial) \_\_\_\_\_

### LATE FEES

I agree that all equipment is due on the date and time specified. If equipment is returned late, a late fee will be charged. The late fee will be two times the rate of the last day of the rental for each day not returned. I authorize the use of my on-file credit card for this purpose. (Please initial) \_\_\_\_\_

### ACCEPTING EQUIPMENT

I agree to inspect all equipment rented from Desert Highlights. If upon inspection of the equipment rented, I find any damage or missing parts before I have used the equipment, I agree to notify Desert Highlights immediately of the damage or missing parts. I understand that if I fail to notify Desert Highlights of damage or missing parts before I use the equipment, I will be held responsible for any damage that occurs during the time the raft is rented in my name. I authorize the use of my on-file credit card for this purpose. (Please Initial) \_\_\_\_\_

### REPAIR AND REPLACEMENT FEES

I accept full responsibility for the care of all rented equipment. If any equipment is lost, stolen and/or damaged the charge will be equivalent to the replacement value of the entire item or the repair cost if the item is repairable. If a part is broken or lost and can be replaced, the cost of the part will be assigned as a repair fee. Renters will be contacted with the total fee amount prior to their card being charged. I authorize the use of my on-file credit card for this purpose. (Please initial) \_\_\_\_\_

### CLEANING FEES

Renters who return dirty or wet equipment will be charged a cleaning fee. The cleaning fee will vary, with a maximum of \$50 per item. Renters are strongly encouraged to clean and dry all rented equipment items. I authorize the use of my on-file credit card for this purpose. (Please initial) \_\_\_\_\_

### PFDS

I hereby agree to always wear a proper fitting Personal Flotation Device while using the rental equipment. I agree to wear a Coast Guard approved Type III Personal Flotation Device while using the rental equipment. I agree not to exceed Class III whitewater, as defined by American Whitewater, while using the rental equipment. (Please initial) \_\_\_\_\_

**FULL RELEASE OF CLAIMS**

I accept for use, as is, the equipment rented from Desert Highlights. I understand and accept the risks of injuries, illnesses and even death that may be caused by the use of recreational, whitewater and outdoor rental equipment. I accept and assume these risks and release any claims that I may have against Desert Highlights and/or their owners and employees for any injuries or illnesses that I may suffer as a result of using their recreational equipment. I also release any claims that my heirs may have in the unfortunate case of my death.

**(Please initial)** \_\_\_\_\_

I hereby agree not to sue and release from any responsibility Desert Highlights and/or their owners, employees from all injury, death, property loss and damage. I release Desert Highlights and/or their owners, employees from any related liability which results from the equipment users participation in recreational water sports/packrafting or which is related in any way to the use of this equipment, including all liability which results from the negligence of manufacturers, or any other person or cause. I further agree to indemnify Desert Highlights for any loss or damage, including, but not limited to, any loss or damage that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this rental equipment. **(Please initial)** \_\_\_\_\_

I agree to pay late fees, replacement fees, repair fees and cleaning fees as outlined in this document and as assessed by Desert Highlights. Additionally, I have read and understand the contents of this document. I voluntarily sign this Outdoor Equipment Rental waiver and release of liability for Desert Highlights, and accept full responsibility for the rental equipment while it is rented in my name. **(Please initial)** \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Printed Name and Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_  
(Signature from parent or guardian required for renters under 18 years)

**Unless we took your credit card information over the phone you also need to fill out the on-file credit card information on the next page and return it with the waiver. We will not rent any equipment without an on-file credit card.**

**On-File Credit Card Information:**

Why do we ask for your credit card number here? We process your rental credit card at the time of return, which means we don't actually have your credit card number online.

The credit card you list here will only be charged for the following: late fees, cleaning fees and damage or loss fees. Late fees, cleaning fees, loss fees and damage fees will only be charged to this card in applicable situations. By giving us your credit card on this form, you are authorizing us to charge this credit card for the purposes listed above. If you prefer to call us and give your credit card information over the phone you are welcome to do so at 435-259-4433. **We will not rent any equipment until we have a credit card on file.**

Card holder name (first then last): \_\_\_\_\_

Card holder billing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Card type: \_\_\_\_\_ Card number: \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration Date (mm/yy) : \_\_\_\_/\_\_\_\_

I authorize Desert Highlights to charge my card for the purposes listed in this agreement.

Signature: \_\_\_\_\_