

River Rock Adventures

Gear Rental Policy and Agreement

I understand that sports and activities such as, but not limited to, boating, kayaking, canoeing, stand-up paddle boarding, camping, backpacking, hiking, rock climbing, fishing, swimming and other sports (collectively **RECREATIONAL OUTDOOR SPORTS/ACTIVITIES**) involve inherent and other risks of **INJURY AND DEATH**. I voluntarily agree to expressly assume all risks of injury or death that may result from participation in the use of rental gear/equipment in **RECREATIONAL OUTDOOR ACTIVITIES/SPORTS**, or which relate in any way to the use and/or transportation of this gear/equipment.

1. All renters must have a reservation with River Rock Adventures campsite. All gear rentals are to be used at River Rock Adventures Campsite during your stay. Gear rentals will be exchanged during check in and collected at check out.
2. NO refunds are given for gear that has not been removed from your reservation before arrival or for gear that is not used. Remove gear from your reservation prior to arriving at our campsite by emailing or calling us directly.
3. The rental period shall cover all the time from date of pick up to the date of return. All rental gear is due to be returned at check out.
4. The renter assumes sole liability for any damages or injury sustained by him/her and or to others while using this equipment during the rental period. The renter understands that the use of recreational outdoor rental equipment involves risk, including risk of serious bodily injury, property damage or even death.
5. The renter is responsible for any damages, loss, or theft of equipment. The renter shall be liable for any damage that occurs during the rental period. If any part of the equipment is damaged, lost and/or rendered permanently unusable, Renter will be charged the full retail value. The extent of the damage to the gear will be determined, at the sole discretion of the River Rock Adventures staff.
6. The renter agrees that the rental gear is rented in an **"AS IS"** condition; and has the responsibility to examine the equipment prior to use.
7. Indemnification. Renter acknowledges that there are no warranties applicable to the gear rented from River Rock Adventures whether expressed or implied. **THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and the renter accepts equipment **AS IS**. In addition, River Rock Adventures cannot be held liable for injuries sustained to Renter while using, transporting, or handling rented equipment. It is the responsibility of the Renter to obtain and follow proper instruction on the safe use of any rented gear. The renter holds him/herself completely responsible for any consequences arising from the use of this equipment. The renter understands that the use of recreational outdoor rental equipment involves risk, including risk of serious bodily injury, property damage or even death.

In consideration of the equipment/gear rented to me, I hereby release River Rock Adventures, their staff and any personnel from all liability for injury and/or accident that may occur while this equipment is rented to me. I assume all risks. I understand that I am to examine the equipment/gear for fault and malfunction, as well as the condition before its use.

Further, I understand that I am solely responsible for the proper care and handling of the equipment rented to me and for the conduct of those persons using the equipment while rented to me. I assume all responsibility for damage, loss or theft of rental equipment incurring during the rental period and/or while loading, unloading, or through negligent use. I agree to pay and authorize River Rock Adventures to charge me for a replacement of the equipment damaged or lost under such conditions.

Finally, I accept that River Rock Adventures is not responsible for any of my personal equipment which may be damaged as a result of the rental equipment.

I, the undersigned, have read and understand this gear/equipment rental policy and liability release agreement.

Signature _____ Date