

Assumption of Risk, Release of Liability and Rental Agreement

Thomason Enterprises, Inc., dba
 The Galice Resort, P.O.Box 99,
 Merlin, Oregon 97532 · (541) 476-3818

From: _____ To: _____

Date: _____

Down River: Guided All AM PM 3/4

Number in Party: _____

| | |
|---|---|
| Name: _____ Address: _____ City / State / Zip: _____ Phone: _____ Emergency #: _____ | Down River Information |
| | <u>Return of Equipment:</u> *Loading of rafts and equipment at Foster Bar is to be done by LESSEE. *If equipment is Not Returned by 6 p.m. another Day of Rent will be charged. *\$25.00 per hour Late Fee on Take Outs _____ Initial |
| Description of Rental Equipment | Breakdown |
| _____ Raft _____ Cargo Deck _____ Throw Rope _____ Frame _____ Paddles _____ Straps _____ Cooler _____ Dry Bags _____ Tahiti _____ Oars _____ Life Jackets _____ Tahiti Paddle _____ Pump _____ Repair Kit _____ Seat _____ Helmet _____ Yahoo _____ Single Bandit _____ _____ _____ Double Bandit | Paid by: _____ Transaction #: _____ |

RENTAL TERMS:

LESSEE agrees to rent the above raft(s) / fishing and additional equipment ("rental equipment") from Thomason Enterprises Inc. dba Galice Resort (LESSOR) for the above rental amount and term. LESSEE agrees to pay additional rent if rental equipment is not returned at the agreed upon time. In the event that LESSEE fails to return said rental equipment, or damages same beyond repair, LESSEE shall promptly pay to LESSOR the retail value of the SAME BRAND EQUIPMENT. In the event of repairable damage to the rental equipment, reasonable wear and tear excepted, LESSEE agrees to pay LESSOR the reasonable cost of repairing same. In such event, LESSEE hereby authorize(s) LESSOR to deduct said damages from LESSEE's damage deposit and refund the balance, if any, to LESSEE. If the rental equipment is returned by LESSEE as agreed, without damage, LESSOR shall promptly refund LESSEE's damage deposit. The parties agree that in the event an action is filed on this agreement for the recovery of rentals for loss of] leased property or repair costs, the prevailing party shall be entitled to reasonable attorney fees in addition to the sums the prevailing party recovers, which fees shall included any appeal to such action.

LESSEE agrees not to operate the raft(s) / fishing or allow others to do so while under the influence of alcohol or controlled substances or to otherwise operate same in negligent manner. LESSEE agrees to ear and fasten personal floatation device at all times.

LESSEE'S RESPONSIBILITY: ASSUMPTION OF RISK; RELEASE AND COVENANT NOT TO SUE:

Lessee acknowledges that LESSOR is not the manufacturer of the rental equipment and LESSOR makes no representations or warranties (express or implied) with respect to the condition, quality, durability, or suitability for a particular purpose of said rental equipment. Said equipment is leased by LESSOR to LESSEE **AS IS**. LESSEE further acknowledges that he/she has inspected the rental equipment and finds it to be in good condition and suitable for LESSEE's intended purposes. LESSEE further acknowledges that he/she has been instructed by LESSOR on the safe and proper use of the rental equipment and fully understands the safe and proper operation of same, and agrees to observe all reasonable safety precautions related to said use.

LESSEE understands that river rafting / fishing is an inherently dangerous activity, involving the possibility of personal injury or loss of property or life. LESSEE acknowledges that LESSOR has provided information and instruction on potential dangers related to such activity. LESSEE hereby knowingly assumes all risk associated with such activity. LESSEE further assumes full responsibility, and release LESSOR its officers, agents, employees, successors and assigns from any liability for any personal injury or loss of property or life suffered by LESSEE or others resulting from LESSEE's use of the rental equipment. LESSEE further agrees to save, hold harmless, and indemnify LESSOR, its officers, agents, employees, successors, and assigns, from any and all liabilities, claims and demands for loss, damage or injury to persons or property sustained by LESSEE or others resulting from LESSEE's use of the rental equipment. LESSEE further agrees not to sue, claim against, attach or prosecute LESSOR, its officers, agents, employees, successors and assigns, for any loss of property, injury or death caused by or resulting from LESSEE's use of the rental equipment, whether caused by the negligence of LESSOR, LESSEE, or both.

ADDITIONAL PROVISIONS:

This Agreement constitutes the entire agreement between LESSOR and LESSEE. LESSEE certifies that he/she is at least 18 years of age and executes this Agreement on behalf of his/her self and all other persons, including his/her minor children, authorized by LESSEE to use the rental equipment and sign on their behalf. The parties agree that in the event an action is filed on this Agreement for any breach hereof, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other amounts allowed by law, including any appeal.

For Parents / Guardians of participants of minority age (under age 18 at time of registration): I, as parent / guardian with legal responsibility for this participant, do consent and agree to his/her assumption of risk as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless and Releasees from any and all liabilities incident or my minor child's involvement or participation in these programs as provided above, to the fullest extent permitted by law.

DATED this ____ day of _____, 20 ____ at the hour of _____ .m.

 Thomason Enterprises, Inc.
 dba Galice Resort (LESSOR)

 LESSEE for him/her self

