

Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue

Read this carefully and in its entirety. This is a legally binding agreement. By signing this agreement, you give up the right to bring a court action to recover compensation or any other remedy for injuries or death to yourself, minors, 3rd parties or to your property, arising out of the use of rental items, now or at any time in the future.

Sign and return this form to Elk In Idaho Enterprises LLC, dba Host Boise Vacation Rental Services, dba BabyStuffInBoise.com. *If the user is a minor ("Minor User"), at least one parent or guardian (parent and guardian being referred to as ("User", "Parent User")) must sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor user.*

In consideration of the services and use of rental items being referred to as ("Use"), to be provided by Elk In Idaho Enterprises, LLC, a Limited Liability Company, doing business as Host Boise, doing business as BabyStuffInBoise.com organized and existing under the laws of the State of Idaho (referred to in this document as "Host Boise"), and as a condition of allowing me to use such rental items and services I, user and parent of a minor user, acknowledge and agree, for myself and on behalf of a minor user for whom I sign, as follows:

I, the undersigned user or parent user, am aware that risks of injury exist from the use and or misuse of any baby or child items, may include activities that are risky and dangerous including the potential risk of serious injury, disability or death from the use of any items. Both minor user and parent user acknowledge and accept the risks and give permission for myself and on behalf of my heirs or anyone in use of these items. I knowingly and freely acknowledge and assume the use of all rented items and all such risks, both known and unknown and assume full responsibility for the use of the rented items that bear risk and danger from which bodily injury to myself, or my child, up to and including death, may occur.

Among the hazards and risks of use of the rental equipment are the following but not limited to: falls; abrupt and possibly harmful contact with structures, objects, and persons; anxieties and fears associated with heights, speed of movement, light and dark conditions and other elements known and not known; close contact with other users; carelessness and misjudgments on the part of users and the staff of Host Boise, including by failing to follow proper procedures, instructions and the operating policies of Host Boise and specific manufacturer policies; the failure of structures and equipment; unknown product recall and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other users, and a fear of height or of being unprotected or falling. Injuries associated with use of rented items may include breaks, sprains, strains, bruises, and other contusions and in extreme cases, emotional upset, anxiety and even death.

The description of these risks above is not complete and other unknown or unanticipated risks

may result in property loss, injury, or death. Engaging in the use of the provided rental items may require a degree of skill and knowledge different from other items with which users may be familiar.

Users have responsibilities for managing the risks to themselves, minors, and others. Any instructions or guides provided for use and or setup are complimentary and instructional in nature and users are expected to expand, research, and apply their own judgment of use. Users and parent users acknowledge that the use of rented items is purely voluntary and do so with full knowledge of the inherent dangers and other risks that are known and unknown.

I understand that there will be NO supervision of any users by Host Boise, and that Host Boise has no responsibility for users during the rental time.

Release/Indemnification/Covenant Not to Sue: To the fullest extent permitted by law, and in consideration for being allowed to use, I, on behalf of myself, and on the behalf of any minor user, my heirs, representatives, executors, administrators, and assigns ("the Releasing Parties") hereby agree to Hold Harmless, Release, Indemnify, Defend, Forever Discharge and Covenant Not To Sue Elk In Idaho Enterprises LLC, dba Host Boise, dba BabyStuffInBoise.com, its members, respective officers, directors, managers, employees, owners, volunteers, and agents, ("the Released Parties") for any and all claims of injury, negligently caused injuries, disability, death or other losses or damage to person or property arising from or related to the USE of any items. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by me that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

Additional Provisions: In addition, I agree to Indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) the Released Parties from any claim of loss, injury or death, including such claims, brought by or on behalf of the minor for whom I sign, a co-user in the use, a rescuer, a member of my, or the minor child's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the minor, or caused by me or the minor. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of the Released Party, but not intentional wrongs or the gross negligence of a Released Party.

Any dispute between a Released Party and User, Parent User or 3rd Party User will be governed by the substantive laws of the State of Idaho (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in the state of Idaho, in Ada County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the State of Idaho and Ada County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor user, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I hereby give my permission and consent to the use of reviews, photographs, videotapes, and other images of me, or the child, and agree that such images may be published and otherwise used by Host Boise for advertising, promotion, publicity, or such other purpose as it deems appropriate, without compensation to me or to the minor child.

I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility.

On behalf of myself, I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Users) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

This agreement waives important substantial legal rights. Read it carefully before signing or placing an order with BabyStuffInBoise.com. Your signature indicates that you fully understand and agree to its terms freely and voluntarily without inducement.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Finally, I have read and understand the Terms and Conditions agreed to when placing my rental order online, by phone, or by text message and this Liability Waiver Document and fully understand its terms.

When you submit a reservation online, by phone or by text message, it is assumed that you have read to and agreed with these Terms and Conditions of the Rental items as well as this Release of Liability Agreement.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THIS DOCUMENT AND IS AWARE OF THE RISKS INVOLVED IN PARTICIPATING IN THE USE OF ANY AND ALL RENTAL ITEMS SUPPLIED BY HOST BOISE, AND FULLY UNDERSTANDS ITS CONTENT AND LEGAL SIGNIFICANCE AND AGREES TO BE BOUND BY ITS TERMS AND SIGNS IT OF HIS/HER OWN FREE WILL. THE UNDERSIGNED IS AWARE THAT BY SIGNING THIS AGREEMENT THAT HE/SHE IS WAIVING AND RELEASING CERTAIN LEGAL RIGHTS THAT HE/SHE MAY OTHERWISE HAVE. THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT IS A RELEASE OF LIABILITY AND A CONTRACT WITH HOST BOISE.

IF HE/SHE IS EXECUTING THIS DOCUMENT AS A PARENT/GUARDIAN OF A MINOR CHILD, I REPRESENT AND WARRANT THAT I HAVE THE LEGAL RIGHT TO EXECUTE THIS WAIVER ON BEHALF OF THE MINOR AND THAT THE RELEASE, ONCE EXECUTED BY ME, IS FULLY ENFORCEABLE IN ACCORDANCE WITH ITS TERMS. I AGREE TO INDEMNIFY THE RELEASED PARTIES IN THE EVENT THE REPRESENTATION IS NOT ACCURATE.

SIGNATURE OF PARTICIPANT

PHONE NUMBER

SIGNATURE OF PARTICIPANT

PHONE NUMBER

SIGNATURE OF PARENT [IF PARTICIPANT(S) IS/ARE UNDER 18]

DATE

IN EMERGENCY CALL

PHONE NUMBER