

Idaho Wilderness Yurts Rental Agreement and Liability Waiver

This Rental Agreement and Liability Waiver is between Idaho Wilderness Yurts LLC (owner), the Guest(s) who hold the reservation, and all participants in the Guest's party. All members agree as follows:

1. **Property**

The rental property is located at 325 Crooked River Road, Idaho City, Idaho 83631. The property contains three 27' yurts and one sauna building.

2. **Maximum capacity**

The maximum number of guests is limited to 8 people including children. If an additional number of guests is desired the guest will be required to book an additional yurt for extra guests. Each yurt contains two queen beds and two twin xl beds to sleep 6 people. The yurt contains one couch with dual recliners to sleep persons 7 and 8.

3. **Terms of the lease**

The rental lease will be for the duration determined during the online check out process. Check in starts at 2 PM on the day of arrival and check out is by 12 noon on the day of departure. Failure to adhere to the check-out time may result in an additional late fee set at \$100.

4. **Minimum Stay**

Each yurt has a minimum stay of two nights. Longer minimum stays may be required during holiday periods. If the rental is used for less time than was reserved, the guest will still be charged for the full rate advertised at the time of booking.

5. **Rental Rules**

Guests agree to abide by the rental rules as dictated in the [Winter Guide](#) (for the cold season), Summer Guide (for warm season), and the [Yurt Manual](#) (stored inside of each yurt at all times while at the property, and shall cause all members of the rental party and anyone else the Guest permits on the property to abide by the following rules all times while residing on the property.

6. **Access**

Guests shall allow owners access to the property at any time for purposes of repair, inspection or emergency.

7. **Cleaning Requirements**

The yurts are Guest-maintained and must be cleaned thoroughly upon checkout. A detailed list of cleaning tasks is outlined in the [Yurt Manual](#) stored inside of each yurt. Checkout photos are required to be taken to show the yurt has been sufficiently cleaned in accordance with the cleaning requirements. Photos may be required as proof of cleaning and must be retained by Guest for 14 days beyond the checkout date. Failure to clean and/or retain photos may result in a loss of the security/cleaning deposit of up to \$250 that will be split between the owner and the next guest, who has to do extra cleanup. Please do your part to clean and allow a pleasant arrival for the next guest.

If the yurt appears dirty or damaged upon check-in, the Guest shall take time-stamped photographs immediately - prior to unpacking - and email the photos of damage or dirtiness to the info@idahowildernessyurts.com when back in an area with internet and/or cellular reception. Arriving at a yurt that has not been properly cleaned does NOT exempt the Guest from cleaning requirements, however, the Guest may be compensated up to 50% of the prior guest's lost cleaning deposit.

8. **Rental rates and fees**

The rental rate, taxes, and fees are determined at time of booking.

Payment schedule: 50% due at time of booking. Remaining balance is due 14 days before arrival.

Cancellation policy: 50% of paid prepayments refundable when canceled 14 days before arrival or earlier. 0% refundable if canceled after.

Security deposit: A pre-authorization of USD 250.00 is held 1 day before arrival and voided on 7 days after departure provided there are no deductions made due to:

- a. Damage caused to the property or furnishings
- b. Dirt or mess requiring cleaning
- c. Any other cost incurred by the owner due to Guest's stay

9. **Insurance**

We encourage all guests to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guests from traveling or fulfilling rental terms. We also encourage enrollment in an air medical transport membership/Life Flight Network as the yurts are 3.3 miles from the closest road during winter road closures. Finally, we encourage the Guests to participate in a satellite-based GPS and emergency SOS program such as Garmin inReach as there is no cell phone reception near the yurts.

10. **Payment**

Credit cards are accepted for payment. All payments, unless otherwise specified, will be processed through Stripe.

General Release of Liability

WARNING: There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to staying at Idaho Wilderness Yurts, camping, hiking, skiing, snowshoeing, snowmobiling, navigation, the presence of animals, water, stove fires, weather conditions, and the use of any related equipment (referred to herein referred to as "activity"). Although we have taken responsible steps to provide you with accurate information regarding the yurts, travel to and from the yurts, and tasks during your trip, we wish to remind you that wilderness activities are not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. Participating in the activity may cause loss or damage to your equipment and/or personal belongings, accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

11. **Acknowledgement of Risks:** Guests assume all the risks of participating in any/all activities.

Guests acknowledge the following describes some, but not all, of those risks:

- a. 1) Falling; 2) Cold weather-related injuries and illnesses including frost-nip, frostbite, hypothermia and dehydration. 3) an "act of nature" which may include avalanche, rock fall, inclement weather, severe and or varied wind, temperature or weather conditions. 4) Risk associated with climbing or down-climbing of snow and/or ice. 5) Equipment failure and/or operator error. 6) Guest sense of balance, physical coordination, navigational skills, and ability to follow instructions. 7) Attack by or encounter with insects or animals; 8) Accidents or illnesses occurring in remote places where there are no available medical facilities. 9) Burns. 10) Not being able to access the yurt due to

navigation failure, fatigue, yurt door lock failure, failure to bring access codes, or other unforeseen issue on behalf of the

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

12. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I am aware that this activity entails risks of injury or death to Guests and minor children for which the Guests may be responsible. The Guests agree to assume responsibility for the risks identified herein and those risks not specifically identified. Guests' participation in this activity is purely voluntary. By undertaking this activity, Guests confirm that they are physically and mentally capable of participating in the activity.

Guests assume full responsibility for the risks of personal injury, accidents or illness, and any resultant expenses from any of the foregoing risks. Guests also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

13. **AUTHORIZATION;** Guests declare to either have appropriate medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on Guests' behalf.

14. **ACKNOWLEDGMENT;** "In consideration of the services of the owner, their officers, landowners, agents, employees, and all other persons or entities associated with those businesses, I certify that my party and I are fully capable of participating in this activity. Therefore, Guests agree to hold the owner harmless, assume and accept full responsibility for their entire party, including all minor children in their care, custody, and control, for bodily injury, death, loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified and as a result of my/our negligence in participating in this activity."

By my signature below, **or by checking the "I accept the rental conditions" box during the Idaho Wilderness Yurts Lodgify checkout process, I:**

- **acknowledge and accept the foregoing Rental Agreement and Liability Waiver on behalf of my entire party.**
- **have read the foregoing acknowledgment of risks, assumption of risk and responsibility, and I agree to hold the owner harmless for any negative consequence resulting from participation in the activity.**
- **hereby give permission to charge my credit card for the amounts described above. I agree that all rental monies are to be handled per the cancellation policy above.**
- **have read my rights to purchase travel insurance and recognize it is recommended to participate in a life flight and satellite-based SOS service such as Garmin inReach.**

Guest's Name (printed) _____ Age _____

Signature _____