



**WASHINGTON COUNTY PARKS
SCOGGINS VALLEY OUTFITTERS
WAIVER AGREEMENT**

The individual renting, operating, using or riding in or on the Stand-Up Paddle Board(s), Kayak(s), Canoes or other equipment (the **“Equipment”**) from Washington County Parks and agreeing to these terms and conditions shall be referred to hereinafter as **“Participant”**. The **“Undersigned”** means (i) the Participant when the Participant is age 18 or older; or (ii) the Participant’s parent or legal guardian when the Participant is under the age of 18; (iii) or both as applicable. **“Released Parties”** means Washington County, Washington County Facilities and Parks Services Division, and their elected officials, officers, employees, agents and representatives. **“Activity”** means all operation and active use, including passive possession, of the Equipment and covers the entire rental period. The "Parties" means Participant, Undersigned, and Released Parties.

1. General Rules & Restrictions for Equipment Use and Rental

- a. By signing and/or checking the box of this Agreement, the Undersigned Participant, under penalty of fraud, represents that they are at least 18 years of age. If signing and/or checking the box as the parent or legal guardian of a minor Participant, the Undersigned represents that they are a parent or legal guardian of the minor Participant and agrees to ensure compliance with these rules for the minor Participant.

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- b. Due to Equipment limitations, individuals whose weight exceeds 300 lbs. per single kayak, or 250 lbs. per seat/500 lbs. combined for tandem kayak, or 235 lbs. for stand up paddle board or whose chest size exceeds 60” are not permitted to use the Equipment. Except for tandem kayaks, Equipment is limited to one Participant during the Activity.

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- c. Children under the age of 16 are permitted on a tandem watercraft with parent or guardian over the age of 18. Children under 30 lbs. are not permitted to be a Participant.

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- d. **State laws require that each person must have a Coast Guard Approved Personal Flotation Device (PFD) onboard that is properly sized and fitted. According to state law, Children under the age of 13 must wear a PFD that is properly sized and fitted at all times.**

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- e. **It is Participant’s sole responsibility to wear and utilize a PFD and ensure it is properly sized, fitted and is not in need of repair. If there is not a properly sized PFD for Participant or if a properly sized PFD needs repair, Participant will immediately stop using the Equipment, return the Equipment and notify the Washington County Parks.**

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- f. **Participant agrees to carefully inspect the Equipment prior to Activity. Inspection includes but is not limited to ensuring kayaks do not have water in the hull or in need of being drained by the drain plug. Participant also agrees to inspect the Equipment for any punctures or damage that might cause the equipment to take on water or otherwise affect safe operation and use.**

Participant agrees, prior to operating the Equipment, to notify **Washington County Parks** if there appear to be any issues with the Equipment and if Participant uses any Equipment that Participant later determines is not operating properly, Participant will immediately stop using the Equipment, return the Equipment and notify **Washington County Parks**.

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g. If an Equipment leash is provided, Participant is required to secure the leash around their ankle for the duration of Activity on the water.

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h. Participant, or the Undersigned on behalf of the Participant, asserts, represents, and certifies that Participant is experienced and familiar with the safe and competent operation of the Equipment, and further, that Participant are physically and mentally fit to use the Equipment. Participant, or the Undersigned on behalf of the Participant, is solely responsible for any injury to self or others or any damages resulting from improper or unsafe operation of the Equipment. If Participant has any existing physical or mental condition that would prohibit, Participant from safely operating the Equipment, Participant is prohibited from using the Equipment.

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i. Participant, or Undersigned on behalf of the Participant, agrees to not operate, or use the Equipment in any manner during adverse weather conditions.

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j. Participant, or the Undersigned on behalf of the Participant, expressly agrees Participant shall not attempt to operate the Equipment if they are under the influence of drugs or alcohol.

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k. Participant is required to comply with all applicable local, state, county, local, and property rules, regulations, codes and laws that relate to the safe operation of the Equipment as well as the posted Equipment Safety Rules and Regulations and rules listed for each location which are posted on the website.

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l. Equipment is and shall remain the exclusive property of Washington County Parks and shall always remain at Scoggins Valley Park. Participant shall not remove or modify any logos, trademarks, accessories, parts, or components of the Equipment.

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m. Participant, or the Undersigned on behalf of Participant, is prohibited from allowing any third party to use the Equipment in any capacity whatsoever.

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n. Participant must contact Washington County Parks staff immediately in the event of theft of the Equipment or an accident that occurred during Participant's use of Equipment resulting in bodily injury.

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o. Participant, or the Undersigned on behalf of Participant shall be liable and responsible for any costs, claims, judgments, demands, damages, injuries, expenses, penalties, expenditures of any nature, causes of action, losses, attorney fees and court costs of any kind relating to a stolen, lost or damaged Equipment. If Participant leaves Equipment unlocked or unattended and it is stolen, Participant is expressly responsible for full replacement cost.

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p. Participant agrees to return the Equipment to Washington County Parks in the same condition as when received. Participant is liable for all damages. Should Participant cause damage to the property of another party while operating or in possession of the Equipment, Participant is solely liable for such damage.

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q. If Participant does not return the Equipment to the Washington County Parks before the expiration of the pre-paid rental period, Washington County Parks reserves the right to charge

additional rental fees equal to two times (2X) the standard rental fee.

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- r. Participant agrees to only use watercraft on approved areas of the lake. Participant agrees to stay 200 feet from the boat ramps at all times.

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2. Assumption of Risk. Participant, or the Undersigned on Participant's behalf, agrees and understands that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/ OR DEATH. Participant acknowledges that the Activity is inherently dangerous and understands the Activity may risks and dangers of accident, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. Participant understands these risks may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others. The dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, changing weather conditions, lightning, undertows, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, carrying boards and other equipment, entrapment of feet or other body parts under rocks or other objects or with equipment, equipment failure, dehydration, sunburn, not being familiar with the waterway and forecasted water and weather conditions, high wind, other watercraft, docks, pilings or any other obstacles, wildlife, marine life, and mental distress from exposure to any one of the above. Participant acknowledges and agrees that the description of the risks herein IS not intended to be a complete list of the risks that may be encountered and that participating in the Activity may be dangerous and may include other risks. During the Activity, Participant will assess each situation for Participant's personal safety and agrees the Participant has considered and evaluated the nature, scope and extend of the risks involved and voluntarily and freely chooses to assume these risks.

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3. Release, Indemnification, and Medical Treatment. In consideration of Participant being permitted to participate in the Activity, Participant, or Undersigned on Participant's behalf, agrees as follows:

- a. **Release.** Participant, and Participant's heirs, executors, administrators and assigns, hereby irrevocably and unconditionally release and forever discharge the Released Parties from any and all demands or claims for damage or injury from any cause of suit or action, known or unknown, that Participant may have against the Released Parties and from all liability under the Oregon Tort Claims Act, ORS 30.260-30.300, for any and all harm or damage to Participant's health in any manner resulting from or arising out of the Activity. This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-30.300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized entry.

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- b. **Indemnification.** Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees, attorney fees, and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

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- c. **Medical Treatment.** Participant will pay for own medical emergency expenses and all subsequent medical expenses resulting from any illness, accident, or injury in connection with the Activity. If Participant becomes ill, involved in an accident, or injured during the Activity, Participant will

promptly report such illness, accident, or injury to a Washington County. **Participant consents to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, if any, Participant requires medical care. Participant further agrees to pay all costs associated with such medical care if an injury is sustained and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.**

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4. Miscellaneous. Participant agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflict of law's provisions of any state or jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be adjudicated in Federal Court District of Oregon, Portland Division or Washington County Circuit Court and Participant, or Undersigned on behalf of Participant, agrees to the personal jurisdiction of those courts; (c) This Agreement constitutes the entire agreement between the Participants, Undersigned and Released Parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) This Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, it shall be severed, and the remaining terms shall be an enforceable contract between the parties. These terms and conditions shall be binding upon the assignees, heirs, next of kin, executors, and personal representatives of Participant.

I certify that I am over the age of majority (18 years of age) or my parent/guardian has also signed below.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Signature of Participant: _____

Print Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Date Signed: _____

FOR PARENTS/GUARDIANS' OF PARTICIPANTS OF MINORITY AGE (Under age 18 at time of registration)

Signature of Parent/Guardian: _____

Print Name: _____

Address: _____ Minors Age: _____

City, State and Zip Code _____ Date Signed: _____