

Ocean Shores Boat House (OSBH) Rental & Hold Harmless Agreement

- _____ 1. By renting this watercraft, I acknowledge that water sports HAS various hazards, including the potential for permanent paralysis and death. At all times: 1) I must remain aware of weather, visibility, wind and other factors which may affect MY ability to navigate safely, 2) I must adhere to all applicable nautical rules of the waterways, 3) I must take reasonable measures to avoid risk of collision with other vessels, docks, buoys, swimmers, or other objects, whether fixed or floating, 4) I am a non-motorized watercraft and can expect right of way from motorized boats/craft, but I will yield when challenged for safety sake.
- _____ 2. I verify that I can swim. Additionally, I understand I must wear a Personal Flotation Device (PFD)/Lifejacket and whistle at all times, from departing the OSBH building until my return to the OSBH building. I acknowledge OSBH has provided me with a properly fitted PFD/Lifejacket and whistle.
- _____ 3. I acknowledge that in addition to the normal boating hazards, Ocean Shores fresh waterways pose their own hazards. I must pay careful attention to other boats coming in and out of side channels or slips and floating debris.
- _____ 4. I understand the weight capacity of the watercraft I am renting, and I will not exceed that capacity.
- _____ 5. I understand this watercraft is not a toy and I will not act in an irresponsible manner (no bumping, hitting other objects, people on other watercraft, etc.)
- _____ 6. Fishing is NOT permitted from the watercraft.
- _____ 7. Operating watercraft under the influence of alcohol or other drugs is strictly prohibited.
- _____ 8. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for MY participation.
- _____ 9. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE OCEAN SHORES BOAT HOUSE, its officers, officials, agents, and or employees, other participants, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- _____ 10. **Charges for loss or damages** to the watercraft will be calculated at OSBH standard service and part rates.

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 AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Responsible Party Print

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature

Parent/Guardian Printed Name

Date

Emergency Phone Number (s)