

Personal Watercraft Use

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO: LFPPC, a Washington non-profit corporation, which, for purposes of this Agreement, includes its officers, directors, agents, employees and/or representatives:

USE: I accept for us, AS IS, the personal watercraft, furnished to me ("equipment") and accept full responsibility for the care of the equipment during the use. I will be responsible for the replacement, at full retail value, of any equipment which is damaged during my use.

ASSUMPTION OF RISK: I am aware that personal watercraft use involves inherent risks, dangers and hazards which can result in serious personal injury or death. As such, I hereby freely assume and accept any and all known and unknown risks of injury while using the equipment.

RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the use of the equipment, I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against LFPPC.
- 2) TO RELEASE LFPPC from all liability, loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my use of the equipment, due to any cause whatsoever, including negligence or breach of contract on the part of LFPPC in the selection, use, maintenance or adjustment of the equipment.
- 3) TO INDEMNIFY AND HOLD HARMLESS LFPPC from all liability, loss, or damage (including attorneys' fees) for injuries or damages that I or any other person may sustain in any way connected with my use of the equipment, whether caused by user or any other person or cause.

GOVERNING LAW: In further consideration of the equipment use by me, I hereby agree that all disputes or claims between myself and LFPPC arising from my use of the equipment will be GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON and EXCLUSIVE JURISDICTION AND VENUE thereof will be in the state or federal courts of Seattle, King County, Washington. Any claim that I desire to bring against LFPPC MUST BE COMMENCED within ONE YEAR from the date on which any alleged claim first arose.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the same shall be severed and the remainder of this Agreement shall be given full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LFPPC.

PRINT NAME OF USER

USER'S SIGNATURE

DATE

PRINT NAME OF PARENT/
LEGAL GUARDIAN, IF APP.

PARENT'S SIGNATURE, IF USER
IS LESS THAN 18 YEARS OF AGE

DATE

Please sign this and the backside with a notary.

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of _____

} ss.

I certify that I know or have satisfactory evidence that _____
Name of Signer

is the person who appeared before me, and
said person acknowledged that he/she
signed this instrument and acknowledged it
to be his/her free and voluntary act for the
uses and purposes mentioned in the
instrument.

Dated: _____
Month/Day/Year

Signature of Notary Public

Title (Such as "Notary Public")

My appointment expires:

Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER

