

Washington Sailing Marina Sailing Programs/ Vashaw Ent Inc Adult Liability Waiver, Terms and Conditions

Date of Class _____ How did you hear about us? _____

NAME _____ DOB _____
Last First

ADDRESS _____
& Street City State Zip

PHONE #1 _____ PHONE #2 _____ E-MAIL _____

Notify in case of emergency (preferable relative-local phone number only):

Name _____ Phone _____

SWIM TEST VERIFICATION:

To participate in these activities you must be "water-safe" (be able to swim 50 yards and tread water for 5 minutes).

I certify that I am "water-safe" and can swim 50 yards and tread water for 5 minutes: **INITIAL:** _____

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Guest Services, Inc., their officers, agents, Vashaw Ent Inc, employees and all other persons or entities associated with those businesses (herein collectively referred to as "GSI") I agree as follows: Although GSI has taken reasonable steps to provide me with appropriate equipment and instructions so I can enjoy an activity for which I may not be skilled, GSI has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, communicable diseases such as COVID-19 or in extreme cases, permanent trauma or death. GSI does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

For bicycle rental, tennis, boat rental (including kayaks, rowboats, canoes, paddleboats, sailboats, and sculls), ice skating, and horseback riding: abrasions, contusions, muscle and other soft tissue strains and bruises, fractured bones, injuries to joints including knees, ankles and elbows, dislocations, concussions, and cardiovascular injuries including heart attacks and strokes. While the likelihood of serious injury is small, some of these injuries, by themselves or in combination, may lead to serious injury or even death.

I am aware that these activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of GSI has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or 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, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature _____ Date _____