



## Waiver and Release of Liability (please read carefully)

In consideration of Vashon Watersports LLC (VWS) and/or its affiliate companies furnishing services and/or equipment to enable me to participate in their activities, I agree as follows: I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of VWS equipment and my participation in VWS activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of VWS; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge weather, currents and other acts of nature, risks of falling out of or drowning while kayaking, paddleboarding or participating in any VWS activity, in other risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of VWS, or by any other person. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify VWS and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of VWS equipment or my participation in VWS activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of VWS. *I understand that VWS may conduct event photography. Unless otherwise noted on this consent, I hereby grant VWS permission to use images containing my likeness in their marketing and promotional materials. Initial here if you wish to **decline permission** \_\_\_\_\_*

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which VWS or its agents is a party shall be either the Circuit Court, State or District Court in Seattle Washington.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE VASHON WATERSPORTS LLC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

\_\_\_\_\_  
SIGNATURE/DATE

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP

\_\_\_\_\_  
Please list the names of all participating minors under your supervision and included in this waiver. USE THE REVERSE SIDE IF NEEDED.

\_\_\_\_\_  
**Staff only use below this line**

Time out \_\_\_\_\_ Time in \_\_\_\_\_ Total/Method of payment \_\_\_\_\_