



## WASHINGTON COUNTY PARKS SCOGGINS VALLEY OUTFITTERS RENTAL 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.

**GENERAL RULES & RESTRICTIONS FOR EQUIPMENT USE AND RENTAL.** By signing and/or initialing this Agreement, the Participant, under penalty of fraud, represents that they are at least 18 years of age. Participant further represents that they have read and understand these General Rules and Restrictions and certifies that all Participants for whom Participant is renting Equipment shall comply with these General Rules and Restrictions.

- 1) 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.
- 2) All Participants under the age of 18 must operate Equipment under the direct supervision of a parent or legal guardian. Direct supervision means within 100 feet at all times. Participants under the age of 12 may ride on a tandem kayak with a parent or legal guardian. Children under 30 lbs. are not permitted to be a Participant.
- 3) All Participants must wear a properly sized and fitted Coast Guard Approved Personal Flotation Device (PDF) while operating, using or riding the Equipment.
- 4) 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 Washington County Parks.
- 5) Participant agrees to carefully inspect or cause the inspection 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 appears to be any issues with the Equipment and if any Participant uses any Equipment that Participant or Participant later determines is not operating properly, Participant will immediately stop using the Equipment, return the Equipment and notify Washington County Parks.
- 6) If an Equipment leash is provided, Participant is required to secure the leash around their ankle for the duration of Activity on the water.
- 7) Participant agrees to make the Equipment rented under this Agreement available only to Participants whom are experienced and familiar with the safe and competent operation of the Equipment, and Participants are physically and mentally fit to use the Equipment.

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- 8) Participant agrees to not operate, or use, or allow any Participant under this Agreement to operate or use the Equipment in any manner during adverse weather conditions.
- 9) Participant agrees to not operate, or use, or allow any Participant under this Agreement to operate or use the Equipment in any manner during adverse weather conditions.
- 10) Participant agrees to require that no Participant shall operate the Equipment if they are under the influence of drugs or alcohol.
- 11) Participant agrees 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; and all Equipment Safety Rules and Regulations and rules listed for each location which are posted on the website.
- 12) Equipment is and shall remain the exclusive property of Washington County Parks and shall always remain at Scoggins Valley Park. Participant shall not, and shall not allow any Participant, to remove or modify any logos, trademarks, accessories, parts, or components of the Equipment.
- 13) Participant is prohibited from allowing any third party to use the Equipment in any capacity whatsoever. Participant agrees only Participants who have executed and submitted Waiver and Release of Liability and Hold Harmless Agreements to Washington County Parks may use the Equipment rented under this Agreement.
- 14) 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.
- 15) 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 or allows Equipment to be left unlocked or unattended and it is stolen, Participant shall be expressly responsible for full replacement cost. Users shall not leave Equipment floating unattended in the water, when not in use, Equipment shall be beached.
- 16) Participant agrees to return or require the return of the Equipment to Washington County Parks in the same condition as when received. Participant is liable for all damages. Should any Participant cause damage to the property of another party while operating or in possession of the Equipment, Participant is solely liable for such damage.
- 17) If Participant does not return or cause the return of the Equipment to 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.
- 18) Participant agrees to ensure Equipment rented by this Agreement are used only in watercraft approved areas of the lake.

**ASSUMPTION OF RISK.** Participant 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 to Participant and Participants. Participant understands these risks may result not only from their own actions, inactions, or negligence, but the actions, inactions, or negligence of others. 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. Participant agrees that these risks have been communicated and explained to all Participants and that all Participants will make their own assessment as to the assumption of risk. During the

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Activity, Participant will assess each situation for any 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.

**RELEASE, INDEMNIFICATION, AND MEDICAL TREATMENT.** In consideration of Participant being permitted to participate in the Activity, the Participant, or Undersigned on Participant's behalf, agrees as follows:

- 1) **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, on behalf or others or self, 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 that may exist under the Oregon Tort Claims Act, ORS 30.260-30.300, to defense and indemnification from any demand, claim, suit or action brought against Participant, or liability Participant may be subject to, or arising out of the authorized entry.
- 2) **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.

**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.***

**MISCELLANEOUS.** Participant agrees and understands: (a) 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; (b) This Agreement constitutes the entire agreement between the Participant 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; (c) 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.

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I certify that I am over the age of majority (18 years of age), **all Participants have signed waivers, and all minor participants have signed waivers from their parents/guardians.**

**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: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Signature of Parent/Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Total Number of Rentals: \_\_\_\_\_ kayaks \_\_\_\_\_ SUPs