

UNIT/LOT _____

LAST NAME _____

Wapato Point Activities

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

1. **Assumption of Risk.** I ACKNOWLEDGE THAT THERE ARE RISKS AND DANGERS INVOLVED IN VOLUNTARILY PARTICIPATING IN ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH THE KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED AND I ACCEPT AND ASSUME ANY AND ALL RISK OF LOSS, DAMAGE, INJURY OR DEATH THAT MAY ARISE DIRECTLY OR INDIRECTLY AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES. **I ALSO ACKNOWLEDGE THAT THE DOCKING AND/OR MOORING OF A WATERCRAFT INVOLVES RISKS AND DANGERS, WHICH COULD RESULT IN LOSS OF OR DAMAGE TO THE WATERCRAFT AS WELL AS INJURY OR DEATH.** I AM VOLUNTARILY DOCKING AND/OR MOORING MY WATERCRAFT WITH THE KNOWLEDGE OF RISKS AND DANGERS INVOLVED AND ACCEPT AND ASSUME ANY AND ALL LOSS, DAMAGE, INJURY, OR DEATH THAT MAY ARISE DIRECTLY OR INDIRECTLY AS A RESULT OF DOCKING AND/OR MOORING MY WATERCRAFT. I FURTHER AGREE THAT WAPATO POINT MANAGEMENT COMPANY, WRIGHT-WAPATO, INC., THEIR AFFILIATE OR SUBSIDIARIES, ANY ONE OF THE ASSOCIATIONS AFFILIATED WITH WAPATO POINT, AND ANY OF THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS OR SHAREHOLDERS, (the Wapato Parties”) WILL NOT BE RESPONSIBLE FOR ANY LOSS/DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM OR RELATED TO MY DOCKING AND/OR MOORING MY WATERCRAFT. I VERIFY THAT I HAVE READ AND UNDERSTAND THIS STATEMENT BY PLACING MY INITIALS HERE:

2. **Release.** On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I hereby voluntarily release, forever discharge, and covenant not to sue the Wapato Parties for any and all liability, damages, claims, demands, losses or causes of action of any and every kind, including for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me and /or my estate, and arises directly or indirectly as a result of my participation in activities or my docking and/or mooring my Watercraft or participating in any activities on Wapato Point.

3. **Indemnity.** I agree to indemnify and hold harmless the Wapato Parties from and against any and all liabilities, damages, claims, demands, losses, or causes of action of any and every kind (including attorney’s fees and costs) which are made or alleged by other individuals or entities and that arise directly or indirectly as a result of my participation in activities, or my docking and/or mooring of my Watercraft, whether caused by my negligence or otherwise.

4. **Successors.** This agreement shall be binding upon and inure to the benefit of all successors and assigns of both parties.

5. **Knowing and Voluntary Execution.** I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND INTEND MY SIGNATURE BELOW TO BE A COMPLETE, UNCONDITIONAL AND VOLUNTARY RELEASE OF ALL LIABILITY ARISING FROM ANY ACTIVITY, OR FROM DOCKING AND/OR MOORING OF MY WATERCRAFT, TO THE GREATEST EXTENT ALLOWED UNDER WASHINGTON STATE LAW.

SIGNATURE OF PARTICIPANT: _____

PRINTED NAME OF PARTICIPANT: _____

DATE: _____, 20____

SIGNATURE OF PARENT: _____

(Required for children under 18 years of age)

BOAT/WATERCRAFT: _____ PLATE: _____

COLOR: _____

TRAILER: _____ PLATE: _____

SIGNATURE OF FRONT DESK EMPLOYEE: _____

PRINTED NAME OF FRONT DESK EMPLOYEE: _____

DATE: _____ TIME: _____