

WATERFRONT ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

PLEASE READ

I hereby acknowledge that I have reviewed and understood and have voluntarily chosen to use Girl Scouts of Eastern Washington and Northern Idaho's (herein referred to as "GSEWNI") waterfront and watercraft made available by GSEWNI.

**I understand and acknowledge that there will be no lifeguard present and that I am participating in any and all waterfront activities at my own risk.** I also understand the risks involved in using a waterfront and watercraft. I recognize that waterfront and watercraft and their use involve risk of minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that using waterfronts and watercraft involve activities and risks incidental there to, including but not limited to, unpredictable weather, water hazards, the reckless operation of other watercraft, and with possible reckless conduct of other individuals. I am using the waterfront and watercraft with the knowledge and understanding of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury or death.

I understand that I should not participate unless I am physically and emotionally able. I understand and acknowledge that GSEWNI does not provide any medical and/or hospital insurance of any kind that will cover me while participating in waterfront activities and that GSEWNI strongly recommends that I personally obtain insurance coverage in case of injury or damage sustained or caused resulting in participating in GSEWNI events.

In consideration of my use of the waterfront and watercraft and to the fullest extent permitted by law, I agree to indemnify, defend and hold free and harmless and assume liability for Girl Scouts of Eastern Washington and Northern Idaho, and their agents, employees, officers and directors of Girl Scouts of Eastern Washington and Northern Idaho from any liability arising out of or resulting from my use of the waterfront and watercraft. I agree to defend GSEWNI in any claim or lawsuit and to pay all judgments, costs and expenses, including but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums which GSEWNI may pay or become obligated to pay on account of any liability or claim of liability of the types set forth in the preceding paragraph.

I also certify that I have carefully read and understand the contents of this ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT. I further certify that I am of age 18 or over and that I voluntarily chose to participate having been fully informed of the potential risks.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_