

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Point Roberts Park & Recreation District Number 1
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>N/A</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Interlocal agreement between Whatcom County and Point Roberts Park & Recreation District No. 1 for use of Lighthouse Marine Park for a Kayak Program	
Term of Contract: 17 Months	Expiration Date: 12/31/22

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 7/16/20
	2. Attorney signoff:	Date: 7/20/20
	3. AS Finance reviewed: BRAD BENJETT BY EMAIL MCFM	Date: 7/22/20
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

# **INTERLOCAL AGREEMENT FOR POINT ROBERTS PARK & RECREATION DISTRICT KAYAK PROGRAM AT LIGHTHOUSE MARINE PARK**

**WHATCOM COUNTY**, through its **PARKS & RECREATION DEPARTMENT**, hereinafter referred to as "**The County**" whose principal office is located at 3373 Mount Baker Highway, Bellingham, Washington 98226, and **THE POINT ROBERTS PARK & RECREATION DISTRICT NUMBER 1**, hereinafter referred to as "**The District**," whose local address is P.O. Box 156, Point Roberts Washington 98281, hereby enter into an agreement as authorized per RCW 39.34, for the operation of a kayak program at Lighthouse Maine Park, 811 Marine Drive, Point Roberts, Washington 98281, for the **sole purpose** of providing a public kayak program to the public.

**IT IS MUTUALLY AGREED** as follows:

## **COUNTY RESPONSIBILITIES**

The County shall make available to the District a designated parking area at Lighthouse Marine Park at no cost and under such conditions as are hereinafter set forth. The District will rent Kayaks and may provide instructions and classes on their use during regular park hours.

The County shall allow the District to collect reasonable fees and charges related to its kayak programming costs.

## **DISTRICT RESPONSIBILITIES**

The District shall pay for all costs and provide all labor associated with the operation, maintenance, repair of its kayak program and equipment when on park property, including performing and documenting safety inspections.

The District is solely responsible for the operation, scheduling, rental and use of its program and equipment at the park.

The District shall assume all responsibility and liability for the program, its participants and equipment. All equipment will be removed from the park at the end of each season.

The District shall require all participants and renters sign a waiver of liability acceptable to Whatcom County and provide the County a copy of each.

The District shall indemnify, defend, save and hold harmless Whatcom County, its authorized agents, elected officials, employees and volunteers, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the operation of the program and equipment by the District.

The District shall designate, and report to the Parks Director the name of an individual(s) who shall act as a qualified coordinator of all District activities at Lighthouse Maine Park. This individual shall be the person with whom the Parks staff will work on day-to-day matters of operation and

maintenance of the program at the park.

The District shall provide the County a written report of all accidents, damage, or injury that occurs immediately or no later than 24-hours after the accident, damage or injury. The written report shall provide sufficient details of the incident, including the date, time, circumstances, and nature of the injury or damage, and the name of the injured party, witnesses, and the District's employee or agent present at the time of the incident. The written report shall be submitted to the Whatcom County Parks & Recreation Department Office

The District shall not interfere with normal, customary use of Lighthouse Marine Park by the visiting public.

The District will maintain its equipment and immediate area where stored at the park in a neat, clean, safe and sanitary manner at all times.

District agrees to not discriminate and shall make its programs and activities at the park available to all Whatcom County residents. The District will provide to the County an annual report on its activities, attendees and use of Lighthouse Maine Park.

#### **TERM**

The term of this Agreement shall commence on July \_\_\_\_, 2020 and expires December 31<sup>st</sup>, 2022. Provided, it may be amended or terminated at any time by mutual written agreement of both parties, and may be terminated by either party upon 60 days written notice to the other party.

#### **FEES**

The District shall pay all fees, utilities and assessments related to its use of facilities at Lighthouse Marine Park including any lease hold tax should any be required.

#### **SUBLETTING**

No subletting is permitted.

#### **RELATIONSHIP OF THE PARTIES**

The parties intend that an independent contractor/department relationship will be created by this Agreement. No agent, employee, servant, or representative of the District shall be deemed to be an employee, agent, servant or representative of the Parks & Recreation Department or Whatcom County for any purpose. Employees of the District are not entitled to any of the benefits that Whatcom County provides for its employees. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, elected officials, servants, subcontractors or otherwise during the performance of this Agreement. In the performance of the services herein contemplated, the District is an independent contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the Parks & Recreation Department and shall be subject to the Parks & Recreation Department's general rights, inspection and review to secure the satisfactory completion thereof.

## **INSURANCE**

The District shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this agreement, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the District, its agents, representatives, subcontractors, volunteers or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the District without regard to this Agreement, whichever are greater.

### **1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

### **2. Business Automobile Liability**

\$1, 000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

District shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If District owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### **3. Additional Insurance Requirements and Provisions**

All insurance policies shall provide coverage on an occurrence basis.

Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on District's and District's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the District and subcontractor(s), whichever is greater.

Primary and Non-contributory Insurance. District shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or

participated in by the County shall be excess and non- contributory to District's insurance.

**Waiver of Subrogation.** The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit District to enter into a pre-loss agreement to waive subrogation without an endorsement, then District agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the District enter into such a waiver of subrogation on a pre-loss basis.

**Review of and Revision of Policy Provisions.** Upon request, the District shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

**Verification of Coverage/Certificates and Endorsements.** The District shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the agreement. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the District must submit the certificate and endorsements required in this Agreement to the County prior to the commencement of any work or activity on the County Property. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this Agreement, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County Property, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. District shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

**No Limitation on Liability.** The insurance maintained under this Agreement shall not in any manner limit the liability or qualify the liabilities or obligations of the District to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

Payment Conditioned on Insurance and Failure to Maintain Insurance. Use of the County Property by the District is expressly conditioned upon the District's compliance with all insurance requirements. Failure on the part of the District to maintain the insurance as required shall constitute a material breach of contract. Use of the County Property by the District may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the District to correct the breach, immediately terminate the Agreement or, at its discretion.

Workers' Compensation. The District shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Districts' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Failure of the District to take out and/or maintain required insurance shall not relieve the District or subcontractors from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the District were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the District's insurance requirements under this Contract.

Availability of District's Limits. If the District maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the District, irrespective of whether such limits maintained by the District are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the District.

Insurance for Subcontractors. If the District subcontracts (if permitted in the agreement) any portion of this Agreement, the District shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the District in this Agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

The District agrees District's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

#### **INDEMNIFICATION BY DISTRICT**

To the fullest extent permitted by law, the District agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal

injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the District, its employees, agents or volunteers or District's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the District's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification shall be effective regardless of whether or not District's act or omission caused, in whole or in part, the claims, damages, losses or expenses. This indemnification obligation of the District shall not apply in the limited circumstance where the claims, damages, losses or expenses are caused by the sole negligence of the County. This indemnification obligation of the District shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the District hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the District are a material inducement to County to enter into this Agreement, are reflected in the District's use of County Property, and have been mutually negotiated by the parties.

District's initials acknowledging indemnity terms: 

**Participation by County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of District's indemnity obligations under this Agreement.

**Survival of Provider's Indemnity Obligations.** The District agrees all District's indemnity obligations shall survive the completion, expiration or termination of this Agreement

### **COMPLIANCE WITH LAWS**

The District agrees to comply with all federal, state, and municipal laws, rules and regulations that are now effective or in the future become applicable to the District's business, equipment, and personnel engaged in activity covered by this Agreement or accruing out of the performance of those activities.

### **NON-WAIVER OF BREACH**

The failure of the Parks & Recreation Department to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instance shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

### **EXTENT OF AGREEMENT**

The Agreement contains all the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

### **MODIFICATION**

No change or addition to this Agreement shall be valid or binding upon either party unless such

change or addition be in writing, executed by both parties.

**VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Furthermore, any cause of action arising out of this Agreement shall be filed in the Superior Court of Whatcom County.

**SEVERABILITY**

It is understood and agreed by the parties hereto that if any part of this Agreement is determined to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provision.

DATED this 8<sup>th</sup> day of July, 2020









## Kayak Safety Tips

Here are a few basic safety tips to remember when Kayaking

1. Always wear a life jacket
2. Dress for the weather conditions. Cold water can lead to hypothermia
3. Choose appropriate paddling conditions. Strong waves and wind can make paddling difficult.
4. Practice re-entering the your kayak from the water. If you should overturn your boat then it is essential to be able to get back into it.
5. Know the rules of the road when paddling around other vessels



## About Kayak Day Use

You are taking on the responsibility and liability for using the kayaks. Please follow all rules and safety procedures

Restrictions on use:

1. Only day use allowed
2. You must kayak with a buddy (no solo Kayaking)
3. Stay within the waters around Point Roberts
4. Access restricted to registered users
5. Kayaks and equipment must be locked up



## To Apply:

Email a request to:

[kayak.ppr@gmail.com](mailto:kayak.ppr@gmail.com)

Or visit our website at:

[www.pprparkdistrict.org](http://www.pprparkdistrict.org)

## Point Roberts Park & Recreation 2020 Kayak Program



The boats are free to use for the season after signing up for the program



This program is located at Lighthouse Park

Thank you for signing up for the Point Roberts Park and Recreation District Kayak Program! In order to take a kayak out, you must read and sign the following documents and provide a copy of your driver's license or a print-out from a Whatcom County website showing you are a resident of Whatcom County or a property owner in Point Roberts, WA.

## **KAYAK PROGRAM RULES:**

### **1) Buddy System**

Anyone using a district kayak must go out with another adult in a second kayak. The kayak can be one of the district's kayaks or an individual kayak, but the individual must also sign up for the program. The phone number of your buddy must be provided at the time of scheduling.

### **2) Washington Waters Only**

Kayakers must stay in Washington waters and not enter Canadian waters. Kayakers may not take kayaks to the mainland or islands of Washington State.

### **3) Replace Kayaks as You Found Them**

Please inspect the kayak for damage before taking it out and returning it. Let our staff know if any damage is discovered before you leave or is caused upon your return. Also, when taking out and returning a kayak out, be sure to secure the lock.

### **4) Accidents and Rescue**

If you are involved in an accident or a rescue, no matter how minor, you must report the incident to our staff and other authorities as required.

### **5) PFD and Sound Device**

Each person onboard the kayak must wear a properly fitted Coast Guard approved life jacket at all times while in the kayak. A sound producing device must be worn as well, such as a whistle or air horn.

### **6) Guests**

If you take a guest or a minor out on a 2-person kayak this person must sign this program package/waiver. If your guest is a minor, their parent or guardian must sign the waiver on the minor's behalf.

### **7) Age**

You must be at least 18 years old to take out a kayak. Anyone under 18 may accompany an adult in a 2-person kayak.

**PRINTED NAME:**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **SAFETY:**

Kayaking can be a hazardous activity that can result in severe injury or death. Safety preparations and precautions are the sole responsibility of the kayaker. We highly recommend doing extensive research before you take the kayak out and consider taking online or in-person kayak safety courses.

The following are suggested safety tips to follow when kayaking:

- Check with NOAA or other websites for local tides, current and weather prior to your departure. Visit [tidesandcurrents.noaa.gov](https://tidesandcurrents.noaa.gov) and [nws.noaa.gov/om/marine/home.ht](https://nws.noaa.gov/om/marine/home.ht)
- Stay within 200 feet of shore. Doing so can significantly reduce your chances of getting blown off shore by strong winds or getting stuck in a strong current.
- Boats create a wave behind them when they move, called a wake. The larger the boat the larger the wake. Always keep an eye out for wakes as the boat that created the wake can be long gone by the time it hits you. Wakes from ferries are especially hazardous; do not attempt to enter or exit the water while a wake is breaking on shore at the boat launch.
- Keep your cell phone or handheld VHF radio in a waterproof bag such as a ziplock. Call 911 in an emergency or use channel 16 on VHF.
- Look at a nautical chart of the local area before you depart to familiarize yourself with your surroundings.
- Prepare for changes in weather and the possibility of a capsized. If paddling in cold water, a wetsuit or drysuit can keep you warm and comfortable. In warm weather, a long sleeve shirt can provide sun protection. Invest in appropriate clothing for your climate. Dress for the day.
- Beware of off-shore winds that make it difficult to return to shore. Consider starting your journey upwind so that your return will be easier with the wind at your back.
- Know and follow the boating rules for Washington state.
- Never mix alcohol or drugs (prescription or non-prescription) with boating.
- Never exceed the weight capacity of your boat and always check your equipment for wear and tear before you paddle.

- Seek qualified instruction to learn proper paddling techniques, water safety and basic first aid.
- Brush up on self-rescue such as a safety roll, first in calm, warm, shallow water, and again in more extreme conditions.
- Wearing your lifejacket will help keep your head above water and add insulation to your body, keeping you warmer in cold water. There are great PFDs designed specifically for paddlers.
- Tell someone your paddle plan, which includes: where you are going, what you will be doing, how long you expect to be gone and how many people are in your party. Then stick to your plan.
- Stay hydrated. Always bring plenty of water and food.
- When paddling in a new area, check with the locals regarding currents, shoreline conditions and weather patterns. Plan an "escape" route - an alternative place to get off the water should environmental conditions dictate it.
- Equipment recommended for your comfort can include a backrest, scupper stoppers to keep your cockpit drier, and dry bags are important for storing gear. You can also buy accessories for navigating such as a handheld GPS.
- Other useful equipment could include a compass, maps and tidal charts, extra food and water, dry bags, spare paddle or paddle leash, paddle float, bilge pump, boat sponge, flares/signaling device, tow line, first aid kit and sunscreen.
- Suggested clothing includes a sunhat, sunglasses, paddle jacket and a base layer. For colder weather consider quick dry clothing, a wet or dry suit, gloves and pogies.

**PRINTED NAME:**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WAIVER OF LIABILITY:**

I hereby acknowledge that participating in this kayaking program and these kayaking activities presents a risk of personal injury, death, damage or loss of personal property which may result from my participation, and as such, I hereby acknowledge and recognize the existence of these risks, and assume all risks completely, and agree to the following:

I agree to assume all risks of property damage, illness, personal or physical injury, or death. I hereby agree to hold harmless and release Whatcom County, its departments, Whatcom County Parks & Recreation Department and Point Roberts Park and Recreation District #1, its officials, agents, employees and volunteers and other parties involved from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and /or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting or arising out of my participation in this event. This waiver includes myself, all of my family members, representatives, heirs and descendants forever from seeking any legal action whatsoever against Whatcom County, Point Roberts Park and Recreation District #1, its departments, officials, employees, officers, designees, agents and volunteers. No oral representations, statements or inducements, apart from the foregoing written agreement have been made. I enter into this agreement freely, voluntarily and knowingly. Whatcom County does not waive, and specifically reserves the right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Title 4 of the Revised Code of Washington.

**PRINTED NAME (include name of minor if taking a 2-person kayak for whom you are signing on behalf of):**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE OF MINOR'S PARENT or GUARDIAN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_