



**Helix**  
WATER DISTRICT

**EACH PERSON ENTERING A BOAT MUST SIGN THIS RELEASE BEFORE ENTERING A BOAT. PARENTS MUST SIGN FOR CHILDREN UNDER 18 YEARS OF AGE.** Boat operations can be dangerous, particularly entering or exiting a boat. Other hazards include death and serious bodily injury resulting from drowning, slips and falls, or collisions from other boats. Weather can also cause hazardous conditions resulting in death or serious bodily injury.

## **AGREEMENT, WAIVER, AND RELEASE**

In consideration for being permitted by the Helix Water District (“District”) to participate in boating and related activities (the “Activities”) at Lake Jennings, by this Agreement, Waiver, and Release (this “Agreement”) I agree as follows:

**I hereby acknowledge, understand, and agree to defend, indemnify, save, and hold free and harmless District, its Board, members of the Board, employees, and authorized volunteers** (collectively, “Released Parties”) **from and against any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any of my acts, omissions or willful misconduct while participating in the Activities, whether or not due to the negligence of the Released Parties.** Further, I shall defend at my own expense (using counsel of the District’s choosing), including attorneys’ fees, the Released Parties in any action or proceeding based upon such acts, omissions or willful misconduct, whether legal, administrative, or otherwise.

I hereby acknowledge, understand, and agree to: (1) to assume all risks inherent in the Activities which are available and in which I may participate, and understand that these activities involve risk to my person and property, and (2) to assume the risks, if any, arising from the conditions and my use of equipment and/or facilities. This Agreement waives any cause of action, whether arising from the performance of, or the failure to perform, maintenance, inspection, supervision or control of equipment and facilities, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by the District, including all acts of negligence of Released Parties. I hereby acknowledge, understand, and agree, in consideration for being allowed to participate in the Activities, that I, my personal representatives, heirs, next-of-kin, and assigns (collectively, the “Releasers”) hereby release, waive, discharge and covenant not to sue the Released Parties from and for any and all liability for any loss or damage to me or the other Releasers, and from and for any claim or demands therefor on account of injury to the person or property of me, including but not limited to death and serious bodily injury.

I further hereby acknowledge, understand, and expressly agree to waive the benefits of Section 1542 of the Civil Code of the State of California, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

In connection with the releases set forth herein, I waive and relinquish any and all rights and benefits under Civil Code Section 1542 or any successor thereto, with respect to the claims released hereunder. I acknowledge that I may hereafter discover facts in addition to or different from those which I now know or believe to exist with respect to the subject matter hereof. Notwithstanding such different or additional facts, it is my intent that the releases set forth herein and the waiver of rights under Civil Code Section 1542 remain in full force and effect.

I hereby acknowledge, understand, and agree that no oral representations, statements or inducements apart from the foregoing written certification have been made, and further agree this Agreement shall be binding on me and my personal representatives, heirs, assigns and next-of-kin. I further acknowledge, understand, and agree that this Agreement constitutes a single, integrated, written contract and expresses the entire agreement of the Parties with respect to the subject matter of this Agreement.

LJ Boat Agreement, Waiver, and Release (rev.2/7/2022)

I further acknowledge, understand and agree that I am age 18 or older, or if I am the parent/guardian of the minor who will participate in the Activities. I, and the minor for whom I am signing, have reviewed this agreement and will strictly abide by all safety requirements and other instructions given to me by any and all District personnel.

**PARENTAL CONSENT:** (To be completed and signed by parent/guardian if applicant is under 18 years old.)s

**I hereby consent that my son/daughter,** \_\_\_\_\_, participate in the Activities, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I affirm that said minor is physically able to participate in said activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND HELIX WATER DISTRICT AND I SIGN IT OF MY FREE WILL.**

_____ Signature	_____ Print Name	_____ Date
_____ Signature	_____ Print Name	_____ Date
_____ Signature	_____ Print Name	_____ Date
_____ Signature	_____ Print Name	_____ Date

<u>For Staff Use Only:</u>			
<b>MOTOR</b>	<b>ROW</b>	<b>KAYAK</b>	<b>PADDLE</b>
RETURN TIME: _____			
BOAT # _____			