



Oregon Parks & Recreation Department

Water Craft Agreement and Waiver

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Conditions of Agreement

Persons voluntarily renting a recreational water craft understand that water craft use on Cleawox Lake is unsupervised and will agree to the following conditions.

I and/or my child agree to abide to the following:

- I understand that I may be operating a water vessel in an area where boaters, swimmers, other hazards and obstacles may be present.
- Each person has been provided a life jacket with an emergency warning device and has been instructed on how to use it and will ensure these devices are worn by all persons on board the water craft at all times.
- I understand that I am to follow safety and other instructions provided by an activity coordinator and failure to comply with this waiver will terminate my participation. (A responsible person of at least 14 years old will remain on the water craft for the duration of the rental.)
- I acknowledge that I have the physical capacity reasonably necessary to perform the above physical activity.
- I acknowledge that I am not intoxicated and that no person in my party, inclusive of myself, will consume alcohol at any time during this rental agreement.
- I will share responsibility for my personal safety and not endanger others who are participating in water activities. (Property damage incurred during the rental period will be the responsibility of the person renting the water craft.)
- I understand that participation of my child and/or myself in this activity is voluntary.
- In case of an emergency, accident, or illness, I give my permission for my child and/or myself to be treated by a professional medical person and admitted to a hospital if necessary. I agree to be responsible for medical expenses which are incurred on my behalf.
- Use of water craft is limited to Cleawox Lake only.
- The Oregon Tort Claims Act (ORS39.260 to 30.300) permits OPRD to accept responsibility only for the acts of its officers, employees, and/or agents. OPRD is prohibited from accepting any liability for the acts of omission and conduct of persons participating in activities. I indemnify, defend and hold harmless the State, OPRD, its officers, agents and employees from all claims, suits, or actions of any nature arising out of my or my child's participation in the rental of water craft from Honeyman State Park, other than negligent acts of OPRD, its officers, employees and/or agents.

By signing the bottom of this form, I acknowledge that I understand this assumption of risk and agree to the above conditions.

MUST BE 18 YEARS OLD TO SIGN.

Signature: _____ Date: _____