



COLUMBIA CROSSINGS

P O R T L A N D ' S F I N E S T M A R I N A S

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

PLEASE NOTE THAT THIS FORM MUST BE SIGNED BY ANY PERSON UTILIZING AN ACCESS CARD FOR COLUMBIA CROSSINGS DOCK AREA.

By signing this waiver, I HEREBY ASSUME ALL OF THE RISKS BE IT FOR MYSELF, ANY GUEST, EMPLOYEE, RELATIVE, CONTRACTOR WHOM I ENABLE ACCESS including, by way of example but not limited to, any risks that may arise from negligence or fault on the part of the persons or entities being released and/or from dangerous or defective equipment or property owned, maintained, or controlled by them, and/or because of the improper use of such equipment, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Columbia Crossings and will be kept in full force and effect.

In consideration of my acceptance of this waiver, I, as well as my relatives and guests, shall be permitted access to the docks located at Columbia Crossings. I hereby take action for myself:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS:

Columbia Crossings and/or their directors, officers, members, employees, volunteers, representatives, and agents.

(B) HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons described in this Waiver from any and all liabilities or claims made as a result of participation in this activity, whether caused by negligence or otherwise.

I understand and agree that Columbia Crossings and/or their directors, officers, members, employees, volunteers, representatives, and agents are NOT liable for the errors, omissions, acts, or failures to act of any party or entity acting on their behalf.

I understand and acknowledge the following inherent risks associated with the marine environment and the use of the docks at Columbia Crossings:

1. Inherent Risk of the Marine Environment: I acknowledge that the marine environment carries inherent risks, and boaters may or may not have experience or be capable of handling such activities.

2. Dock Conditions: I understand and accept that the docks, ramps, and other facilities may present slippery surfaces, debris, unsecured equipment, uneven docks, loose or degraded beams, and unstable conditions.

3. Ongoing Maintenance: I acknowledge that moorage facilities are subject to ongoing maintenance and may not always be in optimal conditions. I accept that periodic maintenance and repairs may be necessary and release Columbia Crossings from any liability arising from such maintenance activities.

4. Risk of Drowning, Etc.: I understand and accept the risks associated with water activities, including but not limited to the risk of drowning or other water-related accidents.

Release and Indemnity: To the fullest extent permitted by law, I hereby release and shall indemnify, defend, and hold harmless Columbia Crossings, its officers, employees, agents, and representatives from any and all loss, damage, liability, cost, expense, or attorneys' fees resulting from my use or occupancy of the premises or moorage facilities or any breach of this agreement or the rules established by Columbia Crossings, whether caused by my own actions, the actions of my family or guests, or any other third party, including but not limited to the negligence of Columbia Crossings.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This initial waiver shall be binding upon my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS RELEASE OF LIABILITY AND ACCIDENT WAIVER AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I HAVE READ THE COLUMBIA CROSSINGS DOCK RULES.

Participant's Full Name: _____

Participant's Signature: _____

Date: _____