

**SSJ SMALL WATERCRAFT
USER AGREEMENT AND LIABILITY RELEASE**

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|--|---|
| 1. Applicant's Name: | 2. Applicant's Rank/Rate: |
| 3. Applicant's Status (select one): <input type="checkbox"/> Active duty Coast Guard <input type="checkbox"/> Coast Guard Reservist <input type="checkbox"/> Coast Guard Civilian <input type="checkbox"/> Dependent of Coast Guard personnel <input type="checkbox"/> Patron of MWR Guest Housing | 4. Applicant's Contact Information: a. Primary Telephone Number: b. Alternate Telephone Number: c. Email: |
| 5. Reservation Dates (mm/dd/yy): from: _____ to: _____ | |
| 6. Equipment (include number requested): a. <u>Kayaks</u> 1. Single Person Kayak: _____ 2. Two Person Kayak: _____ b. <u>Paddles</u> _____ c. <u>Paddleboard</u> _____ d. <u>Personal Flotation Devices</u> 1. Adult Lifejackets: _____ 2. Child Lifejackets: _____ | |
| 7. Float Plan: My Float Plan will be filed with: Name: a. Primary Telephone Number: b. Alternate Telephone Number: | 8. Emergency Contact Information: Name: a. Primary Telephone Number: b. Alternate Telephone Number: |
| 9. Applicant's Guests: a. Name: b. Name: c. Name: d. Name: e. Name: | |

United States Coast Guard (USCG)

**Sector San Juan Morale, Well-Being, and Recreation (MWR)
Release of Liability, Waiver of Legal Rights, Assumption of Risk, Hold Harmless
Agreement for small watercraft**

Please read this document carefully and understand it before signing.

IN CONSIDERATION of being permitted to participate in recreational boating activities or use equipment related to these activities, sponsored by the **U.S. Coast Guard Sector San Juan MWR**, I hereby understand and agree to the terms of this **Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Hold Harmless Agreement** on behalf of myself, my heirs, and my next of kin as follows:

I. **ASSUMPTION OF RISK:** I fully understand that the activity of recreational boating and other related water activities involve inherent hazards and other risks. Such risks **include but are not limited to:** physical exertion, inclement weather, capsizing of watercraft, immersion in water, hypothermia, accidents or illness in remote areas, tripping or slipping on rocks, travel to/from site, other boats or boaters, equipment failure and malfunction, drowning, and loss or damage to personal property. I understand there may be other risks or economic losses either not known to me or not readily foreseeable, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages for injuries now or in the future that I incur as a result of my participation, in this activity.

_____ **(Initial)**

II. I hereby state, that to the best of my knowledge, **I AM IN GOOD HEALTH and PHYSICAL AND MENTAL CONDITION** and able to undertake this activity. I represent that I have no medical condition that would prevent my participation in this activity. I agree not to operate any watercraft under the influence of any substance or medication which can impair my ability to engage in these activities. I further agree that at any time during this activity, should I believe the conditions are unsafe for me to participate; I will immediately discontinue my participation in the activity. I understand that **USCG Sector San Juan MWR** reserves the right to refuse to provide any equipment to any person or to allow participation of any person who it judges to be incapable of participating in a watercraft activity.

_____ **(Initial)**

III. I acknowledge, agree, and represent that I **meet the qualification standards set forth in SECSJINST 1710 (series) and** understand that I am responsible for the safety of myself and anyone in the kayak that I am operating.

_____ **(Initial)**

IV. I have adequate health insurance for myself and my dependents, if applicable. _____ **(Initial)**

V. I agree that I will operate and use the equipment in the manner intended. I hereby represent that I understand the equipment's use and function. I acknowledge and understand that all equipment is to be left in a clean, undamaged condition, or in the same condition at commencement of the use period. If the equipment is not left in suitable condition, I acknowledge and understand that **USCG Sector San Juan MWR** reserves the right to charge me for any repairs or special cleaning that may be required. Additionally, I understand and agree that **USCG Sector San Juan MWR** reserves the right to charge me for any damages, repairs, replacement or special cleaning of any damaged or lost property associated with such use. I acknowledge, understand, and agree that by signing this Agreement I am authorizing the **USCG Sector San Juan MWR** to charge me for any damages sustained.

_____ **(Initial)**

VI. **RELEASE OF LIABILITY/INDEMNIFICATION:** I agree to reimburse, release, indemnify, hold harmless and discharge the **U.S. Coast Guard, USCG Sector San Juan MWR, the Coast Guard MWR program**, and its members, managers, staff, employees, agents, and officers from any and all claims and causes of action that arise or may arise from acts, omissions, errors, or negligence surrounding my use of the Coast Guard MWR equipment or facilities.

_____ **(Initial)**

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

By signing this document, I acknowledge that I have carefully read this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Hold Harmless Agreement. I am of legal age (over 18), I have had sufficient opportunity to read this document, been given the opportunity to ask questions, considered its effects, understand its content and agree to be bound by its terms. I execute this release fully intending to be bound by this agreement and by

Enclosure (1)

my own voluntary free act and will. No oral representations, statements or inducements, apart from this agreement have been made by me or made to me.

Applicant Signature: _____

Date: _____

Print or type name: _____

To be completed by MWR Staff (or Designated Representative)

1. Received by:

Signature: _____

Print or type name: _____

Date: _____

2. Application complete
3. Equipment available
4. Reservation complete and recorded in system

PRIVACY ACT STATEMENT

In accordance with 5 U.S.C. § 552a(e)(3), the following information is provided to you when supplying personal information to the United States Coast Guard.

AUTHORITY: 14 U.S.C. § 632; COMDTINST M1710.13C.

PURPOSE: To provide the United States Coast Guard with sufficient information to determine eligibility to use the Facilities.

ROUTINE USES: None.

DISCLOSURE IS VOLUNTARY: However, failure to provide the information may result in disapproval of the agreement.