



2015 BOAT/EQUIPMENT RENTAL WAIVER

MAIN BEACH WEST BEACH

IMPORTANT INFORMATION & DISCLAIMER

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for use of the identified rental equipment listed on the back of this page. You are further responsible for supervising any and all use of the equipment and ensuring that it is being used properly and in accordance with any instructions provided.

Renter acknowledges and agrees that that Renter takes the equipment and each part thereof "as-is" and that the Park District has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of renter, or as to the absence of latent or other defects whether or not discoverable, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by Renter and Owner shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

All rental equipment is intended for use and/or operation by the person(s) identified below. The Crystal Lake Park District does not permit, authorize, or intend use or operations by any other party.

WAIVER & RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION

Please read this form carefully and be aware that in consideration for renting the above equipment, you will be waiving and releasing any and all claims for injuries you or your minor child/ward might sustain arising out of use of the equipment, including any activity associated with or connected with use of the above equipment.

I have inspected said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I understand and agree that the Park District is not providing supervision or instruction in the use of said equipment and that I am solely responsible for determining the appropriateness of the equipment for any intended use. Further, I agree to be responsible for any damage to the equipment, except ordinary wear and tear.

I recognize and acknowledge that there are certain risks of physical injury to persons using this equipment, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of this rental agreement. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) arising out of use of this equipment against the Crystal Lake park District including its officials, agents, volunteers and employees (collectively "Park District/SRA").

I hereby fully and forever waive, release and relinquish any and all claims, demands and actions whatsoever that I or my minor child/ward may have against the Crystal Lake Park District and arising out of, connected with, incidental to, or in any way associated with this agreement.

I further agree to indemnify, hold harmless and defend the Crystal Lake Park District from any and all third party claims and actions resulting from injuries, damages and losses arising out of, connected with, or in any way associated with this agreement.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature. Participation will be denied if the signature of adult renter or parent/guardian and date are not on this waiver.

Renter's/Passengers (please print all information) – Please note – The renter & all passengers names MUST be listed below.

Name _____ Name _____
Name _____ Name _____
Address _____ City _____ State/Zip _____
Home Phone # _____ Emergency Phone # _____

The person(s) listed above may rent: Paddleboat Canoe Rowboat Fishing Sailboat (*sailing card required*) Kayak

Renter's or Parent/Guardian Printed Name _____

Renter's or Parent/Guardian Signature _____ Date _____

(18 years or older or Parent/Guardian)

This waiver is good for the Summer 2015 Season. _____ Parent/Guardian Initials