



CRYSTAL LAKE PARK DISTRICT Dry Storage and Boat Launch Terms and Conditions

PLEASE NOTE: Dry Storage users must purchase a Boat Launch Gate card to access the lake. The Boat Launch Gate Card is to be used only to launch boats. The key card is NOT to be used to gain access to beaches. Misuse of the boat launch gate key will result in card privilege being revoked.

Park District residents & guests	(Up to 4 guests per family)	\$1.00
Resident guests	(Above the 4 guest maximum)	\$4.00 per guest
Park District resident senior citizen	(Ages 60 & older)	FREE
Park District resident children	(Ages 3 & under)	FREE
Resident Season Pass		\$7.00

The undersigned boat owner (hereafter "Owner") hereby makes application for a permit to launch and store the boat described on the Dry Storage Permit Application. In consideration for this permit, Owner agrees to comply with the below terms and conditions, as well as all applicable local, state and federal rules, regulations and laws governing the use of the facility.

Permit Terms and Conditions

- I. **NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY CRYSTAL LAKE PARK DISTRICT:** Owner is storing the boat at Owner's own risk and understands and agrees that by permitting Owner to store the boat on the Crystal Lake Park District Property, the Crystal Lake Park District is not assuming the care, custody or control of the boat. Further, this agreement does not establish, create, or impose joint ownership, care, custody, or control of the boat or any other personal property of the boat owner.
- II. **USE OF CRYSTAL LAKE PARK DISTRICT PROPERTY BY OWNER:** Owner is hereby authorized to have access to and use of Crystal Lake Park District property for the storage and launching of the boat; provided, however, that this use is subject to change at any time should the Crystal Lake Park District determine it needs the Property for its own uses or for any other reason deemed appropriate in the sole discretion of the Crystal Lake Park District.
- III. **INSURANCE AND INDEMNIFICATION:** Owner shall at its own expense obtain and maintain during the term of this agreement, marine/property coverage insuring the boat against loss or damage to the boat by reason of fire, theft, vandalism, collision or other casualty, in an not less than the actual cash value of the boat with respect to total loss or damage to the boat. The insurer for the Owner shall agree to waive all rights of subrogation against the Crystal Lake Park District, its officers, officials, employees, volunteers and agents for losses arising from this Agreement. Further, and to the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless the Crystal Lake Park District, its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Crystal Lake Park District and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this agreement
- IV. **SECURITY AND SUPERVISION:** Owner is solely responsible for all supervision of the boat and any other personal property brought onto Crystal Lake Park District property and/or stored on the boat, and for taking whatever security measures may be warranted for the safety, security, and protection of the boat and any other personal property brought onto Crystal Lake Park District property and/or stored on the boat. The Crystal Lake Park District shall not be responsible for safeguarding Owner's boat or other personal property of owner.
- V. **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK:** Owner expressly assumes the risk and legal liability and waives and releases all claims for damages or loss which Owner might sustain as a result of any and all activities connected with and associated with this Agreement (including any and all damage to or loss of any stored property/boat). Owner acknowledges that there are certain risks of damage to its property/boat and Owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Owner may incur as a result of this Agreement and specifically, storing Owner's boat or other personal property on Crystal Lake Park District property. Owner further agrees to waive and relinquish all claims Owner may have (or accrue to Owner) as a result of this Agreement and storage of Owner's boat/property on Crystal Lake Park District property against the Crystal Lake Park District, including its officials, agents, volunteers and employees. In the event of an emergency, I authorize the Crystal Lake Park District to secure any/all necessary medical attention from my accredited hospital and/or ward and further agree that I will be responsible for any and all medical services rendered.

**Administrative Office/One East Crystal Lake Avenue/ Crystal Lake, IL 60014 /815-459-0680
Main Beach Office: 815-477-5400 (Memorial Day-Labor Day)**

Emergency: 911

Village of Lakewood Police: 815-459-3025

Non-Emergency Crystal Lake Police: 815-455-2315

KEEP ORIGINAL WAIVER ON FILE / COPY TO CUSTOMER

Continued on Reverse Side

VI. NO ASSUMPTION OF LIABILITY: Owner further recognizes and agrees that the Crystal Lake Park District, its employees and Commissioners assume no liability for any personal injury to any person using the boating area whether such occurs on the beach or in the water of Crystal Lake and the same are not responsible for any damage to or loss of any personal property.

VII. ABANDONMENT OF PROPERTY: Owner's boat and any other personal property stored on Crystal Lake Park District premises shall be deemed abandoned on October 31 of the same year the permit was acquired. Crystal Lake Park District is relieved of all liabilities for any abandoned property. If Owner abandons the boat/property or is dispossessed thereof by process of law, or otherwise, title to any boat/personal property belonging to Owner and left on the premises shall be deemed to have been transferred to the Crystal Lake Park District. Crystal Lake Park District shall have the right to remove and dispose of such boat/property without liability therefore to Owner or to any person claiming under Owner, and shall have no need to account therefore. Crystal Lake Park District may retain the boat/property as its property or may dispose of the boat/property through sale, donation or in such other manner as the Crystal Lake Park District, in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of the Crystal Lake Park District.

VIII. ASSIGNMENT AND TRANSFER: This agreement and permit is non-transferable and may not be assigned to any other party without the express written approval of the Crystal Lake Park District.

IX. Miscellaneous: Owner further agrees that in the event of his/her failure to abide by the Rules and Regulations on his/her part or of any person occupying or authorized to use his/her boat, that this permit is subject to immediate suspension and/or revocation at the sole discretion of the Crystal Lake Park District. Only one boat per family unless space is available. Motor boats are prohibited.

Park District Ordinances regarding Boat Gate Cards, Launch Areas, and Parking Restrictions:

11.08 Boat Gate Card and Launch Area Use (Fine: \$50/\$75)

- A. It shall be unlawful for anyone other than current card holders to use launch areas.
- B. It shall be unlawful for any card holder to give, loan, or in any manner furnish a card to any person other than the card holder's immediate family, who reside with the card holder.
- C. It shall be unlawful for any card holder to allow unauthorized access to launch areas by opening the gate for any other vehicle or person.
- D. The Park District shall have the right to revoke the card holder's privileges for any violation of this article.

11.09 SPECIAL PARKING RESTRICTIONS FOR LAUNCH AREAS (Rev.08-25-15) (Fine \$50/\$75)

- A. It shall be unlawful for any person to load or launch any boat upon Crystal Lake from Park District property, other than at designated launch areas.
- B. It shall be unlawful to park any vehicle other than approved boat trailers within the West Park launch area.
- C. It shall be unlawful to park any vehicle within the Main Beach launch area except as follows:
 - 1. All towing vehicles and trailers shall park along the south fence in designated spaces.
 - 2. Only vehicles with attached trailers, or trailers themselves shall be allowed to be parked within the parking area. All other vehicle must be parked in other approved parking if not actively engaged in launching or recovering watercraft.
- D. Special parking restrictions shall not apply to **emergency response vehicles or other** authorized vehicles.

I have read and fully understand the Important Information, Warning of Risk and Release of all Claims & Assumption of Risk located on this form. I further understand that my signature is required below in order to participate in Crystal Lake Park District programs.

Signature of Parent/Guardian or Participant if over 18 years of age

Date