



# Boat Rental Waiver

1 E Crystal Lake Avenue | Crystal Lake, IL 60014 | 815-459-0680

Date \_\_\_\_\_

First Name		Last Name			Birthdate		
Address			City	State	Zip		
Home Phone				Cell Phone			
Legal Guardian's Name (if participant is under 18 years)							
Time Out				Time In			
Boat Type (circle)		Sailboat	Pedal	Canoe	Kayak	Standup Paddle Board	Row
Fee Estimate			Form of Deposit			Overtime charged	
Equipment			OUT	IN	Employee Initial		
# Life Preservers							
# Paddles							
# Oars							
Boat Number							
<b>Damage Charges: Paddles Oars \$50/ea., PFD \$25, Cleaning Fee \$10, Retrieval Fee \$25</b>							

### IMPORTANT INFORMATION AND 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 boat rental equipment. 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 instruction provided and not exceeding the manufacturer's weight or occupant capacity. **Renter acknowledges** and agrees that the 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 conveyance 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 persons identified below. The Crystal Lake Park District does not permit, authorize, or intended use or operations by any other party.

### WAIVER OF RISK and WAIVER & RELEASE OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

Please read this form carefully and be aware that in consideration for renting the boat rental 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 Crystal Lake Park District is not providing supervision or instruction in the use of said equipment and that I am solely responsible for any damages to the 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 agreement arising out of, connected with, 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 hereby fully and forever waive**, release and relinquish 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 the 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

**Important District and Facility Rules and Policies Related to Equipment Use**

- \*Deposits: All equipment use must be accompanied by a deposit in the form of ID, keys, cell phone or cash.
- \*Participants 12-15 years of age may use boats with a signature of a parent or guardian who is present on Beach grounds. Participants 16-17 year olds may use boats with signature of parent or guardian.
- \*SAILBOATS: Participants under 18 years old must be accompanied by a parent or guardian in the sail boat.
- \*The Crystal Lake Park District staff reserves the right to refuse use to any individual due to/but not limited to the following criteria: boating proficiency, age, willingness to abide by established policies, or the apparent influence of drugs or alcohol.
- \*Operators and passengers must at all times remain inside the boat and avoid adversely impacting the recreational experience of other lake patrons.
- \*Boaters must review and display an understanding of safety and operational guidelines before leaving the shore with watercraft. It is solely the user's responsibility to insure that they are adequately prepared to operate the craft according to the present or potential conditions on the lake.
- \*Participants will be asked to indicate an estimated outing time limit, allowing staff to maintain an outing log for billing and/or waiting list procedures.
- \*Fees will be accrued in one half hour increments; final rates will be established upon return of equipment. Crystal Lake Park District staff alone will determine final rates and damage fees due, and collectable, if in excess of the damage deposit.
- \*Accessibility to certain areas of the lake may be limited based on availability, special events, lake conditions, or boater proficiency.
- \*All watercraft (except sailboats) are **not** to go beyond the "No Wake" buoys during **wake hours**.  
**Wake Hours: M, W, F 8am-8pm TU, TH, SA 8am-5pm**
- \*Participants will be denied use of equipment in the absence of a signed Boat Rental waiver.
- \*All participants **must wear** a USCG-approved Personal Flotation Device, provided with use of equipment.
- \*Although Crystal Lake Park District staff may provide assistance in the event of equipment failure, there will be **no** rescue service or surveillance provided.
- \*The Crystal Lake Park District staff reserves the right to deny access of any kind to the lake based on water or weather conditions.
- \*There is **absolutely no swimming or wading** from watercraft.
- \*Participants will be expected to respond to warnings of lake and/or weather conditions that may be communicated by the Crystal Lake Park District staff via a warning siren.
- \*Consuming alcoholic beverages in conjunction with any water-based activity is prohibited.
- \***No docking allowed at piers away from the Marina or on shore.** These are to be used for emergency use only.
- \*Participants will be held responsible for loss of or damages to the Crystal Lake Park District property.

**Please note that all participants must read and sign Waiver below**

**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 have read and fully understand** the above important information, warning of risk, assumption of risk and waiver and release of all claims.

**Participation will be denied if the signature of adult renter or parent/guardian and date are not on this waiver.**

Renter's Passengers Name(s)

Signature(s) of Participants' (or legal guardian if a minor)

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**No Refunds due to adverse weather conditions.**

**Customer's initials**\_\_\_\_\_