



Independence Grove Forest Preserve
 16400 West Buckley Road, Libertyville, IL 60048
 Phone (847) 968-3499, Fax (847) 968-3259

EQUIPMENT USE AGREEMENT

Please Print All Information

Date _____

First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____ Birth Date _____

Legal Guardian's Name (If Participant is under 18 Years) _____

Time Out	Time In		
Boat Type			
Fee Estimate	Form of Deposit		Overtime charged
	OUT	IN	
# Life Preservers			Employee Initial
Equipment: Paddles, Oars			
Trolling Motor			
Damage Charges: (Anchor \$20, Trolling Motor \$150, Battery \$75, K. Paddle \$50, C. Paddle \$25, Oars \$25/ea., PFD \$25, Cleaning Fee \$10, Retrieval Fee \$10, Lost Key \$15)			

Waiver and Release of All Claims & Assumption of Risk

Please read this Agreement carefully and be aware that, in consideration for participating in this activity, and for the use of equipment, you will be waiving and releasing any and all claims for injuries you or your minor child/ward might sustain as a result of participating in this activity and/or any activity associated with or connected with this activity and the use of the requested equipment.

I have inspected said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I recognize and acknowledge that there are certain known and unknown risks of physical injury to persons utilizing the above equipment and all activities in connection with the use of this equipment and I voluntarily and fully choose to incur any and all such risks and dangers on behalf of myself and/or my minor child/ward.

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 or may accrue to me or my minor child/ward against the Lake County Forest Preserve District (hereinafter collectively referred to as the "District"), its officials, employees, volunteers and agents arising out of the use of said equipment and all activities in connection with the use of said equipment.

It is fully understood and agreed that to the fullest extent permitted by law, I shall defend, indemnify and hold harmless the Lake County Forest Preserve District, its officials, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement as well as use of the above equipment.

I have read and fully understand the important information above and on the reverse including warning of risk, assumption of risk and waiver and release of all claims. Furthermore, by signing below, I am agreeing to abide by the District and Facility rules and policies as explained on the reverse.

Print Participants' Name(s)

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

No Refunds due to adverse weather conditions. Customer's initials _____



Independence Grove Forest Preserve
16400 West Buckley Road, Libertyville, IL 60048
Phone (847) 968-3499, Fax (847) 968-3259

Warning of Risk

The Lake County Forest Preserve District (District) is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The District continually strives to reduce risks and insists that all participants follow safety rules and instructions that are designed to protect the participant's safety; however, participants and parents/guardians of minors using equipment for recreational activity must recognize that there is an inherent risk of injury or death when choosing to participate in any recreational activity.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult your physician before undertaking any physical activity.

Recreational activities are intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury or death when participating in any recreational activity. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers and injuries due to acts of God, inclement weather, slipping, falling, inadequate or defective equipment, failure in supervision, or instruction, poor skill level or conditioning, carelessness, horseplay, premises defects and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the District to guarantee absolute safety.

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 keys, cell phone or cash.
- *Participants must be 16 years of age or older; however, participants 12-15 years of age may use boats with a signature of a parent or guardian who is present on Preserve grounds.
- *The Forest Preserve 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 Preserve patrons.
- *Boaters must review and display an understanding of safety and operational guidelines before leaving the shore with watercraft. It is solely the users 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. Forest Preserve 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.
- *Participants will be denied use of equipment in the absence of a signed Equipment Use Agreement waiver.
- *All participants 13 years of age and under **must wear** a USCG-approved Personal Flotation Device, provided with use of equipment. Provided PFDs must be worn by **all users of canoes and kayaks**, and are strongly recommended for all boaters.
- *Although Preserve staff may provide assistance in the event of equipment failure, there will be **no** rescue service or surveillance provided.
- *Marina and/or Preserve 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 Preserve 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 Lake County Forest Preserve property.

Please note that all participants must read and sign Waiver on the reverse.