

Lincoln Marsh Snowshoe Rental Agreement

Participant: _____ Date: _____

First Name Last Name
Address: _____ City: _____ Zip: _____

Phone: home (____) ____ - ____ cell (____) ____ - ____ E-mail: _____

Please initial before each statement to indicate that you have read and understand the statement

Initial _____ Stay off of road surfaces while snowshoeing

Initial _____ Always keep your snowshoe buckled and secure on your boot.

Initial _____ Snowshoes are not permitted on the ice

Initial _____ Renter needs to sign and complete a waiver prior to renting snowshoes. Any participant under 18 needs to have a parent or legal guardian sign and complete the waiver.

Rental Information:

- Rental of Lincoln Marsh snowshoes is \$5.00 for 2 hours. Fees are not altered depending on time of use
- Snowshoe participants must remain within Lincoln Marsh and Northside Park Natural Areas while in possession of snow shoes.
- Snowshoes *cannot* be taken to a different location and they must be returned to Lincoln Marsh office by 3pm and Northside Park by 5pm.
- Any equipment turned in late will be charged \$5 for every 10 minutes turned in late.
- Any damages to the equipment participant will be liable to pay up to \$100.
- To rent snow shoes, a parent or guardian 18 years of age or older is required to sign rental form, provide their State ID or Drivers License which will be returned to them when the snow shoes are returned, and pay the rental price.

Signature: _____ Date: _____

Staff use only-----

Time of checkout: _____ Time of return: _____

Condition at checkout: _____ Condition at return: _____

For more information on staff led programs please visit www.wheatonparkdistrict.com.

IMPORTANT INFORMATION & DISCLAIMER

The Wheaton Park is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Wheaton Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately 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 a physician before undertaking any physical activity.

Renter acknowledges and agrees that that Renter takes the equipment and each part thereof "as-is" and that the Wheaton 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.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services and vehicle operations, when provided).

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 Wheaton 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 participants in this program/activity, 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 said participation. 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) as a result of participating in this program/activity against the Wheaton Park District, including its officials, agents, volunteers and employees. Furthermore, in consideration of the rental of snowshoe equipment, I shall return same immediately following its use in the same condition as I received same, normal wear being excepted.

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.

Participant's Name _____ Participants Signature _____
(Please Print) (18 years or older Parent/Guardian)

Telephone Number _____ Date _____

**PARTICIPATION WILL BE DENIED
IF THE SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN AND DATE ARE NOT ON THIS WAIVER.**

