

Waiver

Participant's Name: _____

Address _____

Phone _____

Physician: _____ Phone _____

Emergency Contact: _____

Phone: _____

Equipment: _____ Activity: _____

Waiver and Indemnification Agreement (Personal Injury and Property Damage)

I represent and warrant that I am an adult, eighteen (18) years of age or older, that I am the person whose name is set forth above, that I am competent, that I have read and understand the information and statements in this document and that the above personal and identifying information is correct

In consideration for being permitted to use the equipment described above, (hereinafter called the "equipment") or for being permitted to participate or engage in the above activity (hereinafter called the "activity"), or both, whether or not there is any rent, usage, or participation fee for it, I the undersigned person am signing this waiver and indemnification agreement understanding that this is a legal agreement to which I am agreeing to be bound, on behalf of myself, my heirs, my successors and my assigns.

I understand that the equipment is the property of the Winona Lake Parks Department. I represent that I am familiar with the equipment, its dangers, how to use it, the proper uses for it and that I am not relying upon anyone connected with the Town of Winona Lake, Indiana or the Winona Lake Parks Department including but not limited to employees, independent contractors, volunteers and others engaged in assisting the Town of Winona Lake, Indiana or the Winona Lake Parks Department, (hereinafter collectively called "the **Town**") or anyone else for an explanation of the potential dangers with the use of the equipment or instructions on how to use or care for the equipment. I have inspected the above equipment and am satisfied that it is in good condition and is satisfactory for my use, and am not relying upon anyone directly or indirectly connected with or associated with the Town for an opinion on whether the equipment is in good enough condition for safe use. I will take good care of the equipment and return it in as good condition as received. I will use the equipment carefully and responsibly, in such a manner to avoid injury to it or myself, or to any other person or property.

I further represent that I understand that there are risks and dangers associated with the participation in the above activity and the use of the equipment including but not limited to: the ease in which watercraft and water use related equipment can flip over or sink in the water, the potential of being trapped in watercraft equipment, the potential for drowning, the potential for being hit, tripped or bumped by others or by the equipment or other property related to, or used with the activity or the equipment (*including, but not limited to, paddles, oars, rackets, arrows, balls*

and stakes) and the potential for damage to other persons or property which can or may result in mental, emotional, psychological, or physical bodily injury, including but not limited to death (which injuries are hereinafter collectively called "bodily injury") to me or to other persons. Dangers further include but are not limited to injuring someone else or being injured by arrows whether in the process of handling or from the intentional or accidental shooting by myself or others, dangers of injury from drawstrings on Bows, dangers of horseshoes being thrown or slipping out of a person's hand, and generally dangers from not being careful.

Knowing and understanding that there are risks and dangers, I hereby agree to assume those risks and I do hereby release, absolve, and agree to indemnify and hold the Town harmless together with attorney's fees for:

- 1.) Any bodily injury to any person or any damage to any property directly or indirectly caused by me during the participation in the activity or that is caused by the equipment (by reason of its use, condition or care) during that time between my receipt of the equipment and it's return to the Town; and
2. Any bodily injury to me or any damage to property of mine or in my possession that occurs during the my participation in the activity or that is directly or indirectly related to participation in the activity or that is directly or indirectly caused by the equipment or during the use of the equipment or occurs during the time that the equipment is turned over to me for use until it is returned to the Town, regardless whether it is caused by another person.

To the extent that it is not otherwise covered above, I further hereby waive any and all claims that I now have or may in the future have against the Town for any bodily injury to me or for any damage to my property or property in my possession that directly or indirectly results from or occurs during my participation in the activity or during my use and care of the equipment.

I further agree to reimburse the town for any damage to the equipment that occurs from the time I receive until I return it, regardless of whom or what caused the damage. I further agree that I will not allow anyone else to use the equipment during the time I have it unless, that person has signed this Waiver or a Waiver with the Town, identical to this for the period of time that the equipment that the property is turned over to me for use until it is returned.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Date: _____

Signature: _____