

Wheaton Park District 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.

Initial _____ Stay off of plowed/shoveled surfaces to avoid damaging snowshoes

Initial _____ Always keep your snowshoes buckled and secure on your boots/shoes

Initial _____ Snowshoes are not permitted on the ice

Initial _____ A waiver must be signed (by a parent/legal guardian if under 18) prior to using snowshoes

Rental Information:

- Cost: \$5/hr. Fees will not be prorated.
- Snowshoes *cannot* be taken off Lincoln Marsh or Northside Park property.
- Snowshoes must be returned to Lincoln Marsh office by 3pm and Northside Park Shelter House by 7pm.
- Any equipment turned in after rental hours are over will be charged \$5 for every 10 minutes late.
- Participants will be liable to pay for any damages to the equipment up to \$100.
- A state ID, driver's license, credit card or car keys will be held as a deposit.

Signature: _____ Date: _____

-----Staff use only-----

Time Out: _____ Time In: _____

Condition at checkout: _____

Condition at return: _____

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 snowshoeing/activities, 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 rental agreement and snowshoeing activities (including transportation services 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 snowshoeing activities, 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 this rental agreement and participating in snowshoeing activities against the Wheaton Park District, including its officials, agents, volunteers and employees. Furthermore, in consideration of the rental of snowshoe equipment, I agree to reimburse the Park District for any damage or loss of the equipment, 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: _____
(please print)

Participant's Signature: _____ Date: _____
(or parent/legal guardian if under 18)

PARTICIPATION WILL BE DENIED WITHOUT SIGNATURE AND DATE.