



Winnetka Park District 2019 Season Boat Storage Application



WINNETKA PARK DISTRICT 540 Hibbard Rd., Winnetka, IL 60093
PHONE: (847) 501-2040 FAX: (847) 501-5779 EMAIL: wpdinfo@winpark.org

LLOYD SUMMER BOAT STORAGE RATES

	RESIDENT	NON-RESIDENT
Canoe/Kayak/Paddle Board	\$350	\$700
Laser*/ Sunfish* / Windsurfer*	\$350	\$700
Vanguard 15**	\$400	\$800
Additional Vessel that fits in the current rack	\$200	\$300

*Includes sail locker.

**Mast-up storage; does not include a sail locker.

**BOAT STORAGE APPLICATION MUST BE PRESENTED IN PERSON AT THE
WINNETKA PARK DISTRICT ADMINISTRATION OFFICE. PROOF OF VESSEL
OWNERSHIP FOR SAILBOATS MUST BE ACCOMPANIED WITH
REGISTRATION.**

PAYMENT INFO

Cash Check Credit Card
AMEX/Visa | MasterCard | Discover

Account #: _____ - _____ - _____ - _____

Exp. Date: ____ / ____ Total Enclosed: \$ _____

Cardholder's Name: _____

Authorized Signature: _____

OFFICE USE ONLY

PARKING #: _____

*In order to manage and control parking at Lloyd Park, all vehicles MUST display a parking pass on **AT ALL** times. Membership cards will be issued to season pass holders. Cards must be shown and scanned on each visit to the boat launch. One membership pass will be issued for each family member and membership passes cannot be transferred to other family members or other persons.*

Name: _____ e-mail: _____

Home Phone: (____) _____ Address: _____
Street City Zip

Phone # with you while on the boat: (____) _____ Emergency Phone: (____) _____

WILL YOU NEED NEW KEY FOBS?
(PLEASE CIRCLE)

YES **NO**

OFFICE USE ONLY

Rack Number(s): _____ Sail Locker Number: _____

Type of Boat	Length	Hull Color(s)	State Boat Registration #

*I have carefully read the insurance liability waiver (**please read reverse side**) and understand that my signature is required below in order for me or my child/ward to participate in Park District programs. I further understand that failure to follow the Winnetka Park District's Lloyd Beach/Launching rules may lead to the revocation of the launch pass and launching privileges.*

APPLICANT'S NAME (please print): _____

SIGNATURE OF APPLICANT: _____ **DATE:** _____

<u>Type of Boat</u>	<u>Length</u>	<u>Hull Color(s)</u>	<u>State Boat Registration #</u>

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 the identified programs/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 said programs/activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participants in these programs/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 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 these programs/activities against the Winnetka Park District, including its officials, agents, volunteers and employees (hereinafter collectively referred as Winnetka Park District).

I do hereby fully release and forever discharge the Winnetka Park District from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/ activities.

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, your on-line facsimile signature shall substitute for and have the same legal effect as an original form signature.

Please sign on the reverse side of this form.

Residency Policy

Recreation program residency rates apply to everyone who lives within Park District boundaries and pays Winnetka Park District taxes. Non-residents pay an additional non-resident fee per program. Non-residents fees are the second fee shown in program descriptions.

Photo/Video Policy

Photos and video footage are periodically taken of participants in a class, during a special event or at the District's parks and facilities. Please be aware that, by signing this waiver and release you are authorizing the Park District to use these photos and video footage for District advertising and promotion without your further permission and without any compensation to you. All photos/video are property of the Park District. Please call the Communications Office at 847.501.2076 for more information.

Boating Launch and Storage Permit, Terms and Conditions, and Waiver and Release of All Claims and Assumption of Risk

The undersigned boat owner (hereafter "Owner") hereby makes application for a permit to launch and store the boat described on the Boat Permit Application. In consideration for this permit, Owner agrees to comply with the below terms and conditions, as well as all applicable local, state and federal rules, regulations and laws governing the use of the facility.

Permit Terms and Conditions

I. NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY PARK DISTRICT

Owner is storing the boat at Owner's own risk and understands and agrees that by permitting Owner to store the boat on the Park District Property, the Park District is **not** assuming the care, custody or control of the boat. Further, this agreement does not establish, create, or impose joint ownership, care, custody, or control of the boat or any other personal property of the boat owner.

II. USE OF PARK DISTRICT PROPERTY BY OWNER

Owner is hereby authorized to have access to and use of Park District property for the storage and launching of the boat; provided, however, that this use is subject to change at any time should the Park District determine it needs the Property for its own uses or for any other reason deemed appropriate in the sole discretion of the Park District.

III. INSURANCE AND INDEMNIFICATION

Owner shall at its own expense obtain and maintain during the term of this agreement, marine/property coverage insuring the boat against loss or damage to the boat by reason of fire, theft, vandalism, collision or other casualty, in an not less than the actual cash value of the boat with respect to total loss or damage to the boat.

The insurer for the Owner shall agree to waive all rights of subrogation against the Park District, its officers, officials, employees, volunteers and agents for losses arising from this Agreement.

Further, and to the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless the Park District, its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Park District and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this agreement.

IV. SECURITY AND SUPERVISION

Owner is solely responsible for all supervision of the boat and any other personal property brought onto Park District property and/or stored on the boat, and for taking whatever security measures may be warranted for the safety, security, and protection of the boat and any other personal property brought onto Park District property and/or stored on the boat. The Park District shall not be responsible for safeguarding Owner's boat or other personal property of Owner.

V. WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Owner expressly assumes the risk and legal liability and waives and releases all claims for damages or loss which Owner might sustain as a result of any and all activities connected with and associated with this Agreement (including any and all damage to or loss of any stored property/boat).

Owner acknowledges that there are certain risks of damage to its property/boat and Owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Owner may

incur as a result of this Agreement and specifically, storing Owner's boat or other personal property on Park District property. Owner further agrees to waive and relinquish all claims Owner may have (or accrue to Owner) as a result of this Agreement and storage of Owner's boat/property on Park District property against the Park District, including its officials, agents, volunteers and employees.

VI. NO ASSUMPTION OF LIABILITY

Owner further recognizes and agrees that the Winnetka Park District, its employees and Commissioners assume no liability for any personal injury to any person using the boating area whether such occurs on the beach or in the water of Lake Michigan and the same are not responsible for any damage to or loss of any personal property.

VII. AUTHORIZED USERS

This permit is issued for the exclusive use of Owner, including the below identified authorized users living in Owner's household; and only authorizes launching and storage of the boat identified in the Permit Application and for no other watercraft.

VIII. ABANDONMENT OF PROPERTY

Owner's boat and any other personal property stored on Park District premises shall be deemed abandoned from the date of the termination or cancellation of this permit. Park District is relieved of all liabilities for any abandoned property. If Owner abandons the boat/property or is dispossessed thereof by process of law, or otherwise, title to any boat/personal property belonging to Owner and left on the premises shall be deemed to have been transferred to the Park District. Park District shall have the right to remove and dispose of such boat/property without liability therefore to Owner or to any person claiming under Owner, and shall have no need to account therefore. Park District may retain the boat/property as its property or may dispose of the boat/property through sale, donation or in such other manner as the Park District, in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of the Park District.

VIII. ASSIGNMENT AND TRANSFER

This agreement and permit is non-transferable and may not be assigned to any other party without the express written approval of the Park District.

IX. Miscellaneous

Owner further agrees that in the event of his/her failure to abide by the Rules and Regulations on his/her part or of any person occupying or authorized to use his/her boat, that this permit is subject to immediate suspension and/or revocation at the sole discretion of the Winnetka Park District.

Date

Signature of Boat Owner

Date

Approved By



Winnetka Park District Lloyd Beach and Launching Rules/Guidelines



The following regulations will be implemented by the Winnetka Park District staff during hours of operations to insure that all beach users will be able to use Lloyd and Elder Lane Beach in harmony. At the time of purchase each season pass holder is asked to read the following regulations and sign a form (the registration form) that they are aware, understand and will follow the rules when launching their vessel:

1. Lloyd Beach is for the exclusive use of individuals participating in boating and sailing activities. **NO SWIMMING IS ALLOWED AT LLOYD BEACH!**
2. Lloyd Beach and Elder Lane Beach are staffed Memorial Day through Labor Day.
3. Staff hours at Lloyd Beach are 8:00am till Dusk. Staff hours at Elder Lane Beach are 9:00am till 7:00pm.
4. Holidays rates will include Memorial Day Weekend, July 3rd and 4th, and Labor Day Weekend.
5. Motorboats must be attended by owner/passenger at all times when in the launch. Staff members are not responsible for watching boats. The Winnetka Park District is not responsible for any damages.
 - a. Motorboats are required to have boat fenders present on the port or starboard side when launching and docking.
6. Motorboats are required to have two (2) boat lines when launching and docking.
7. Personal watercraft hours are restricted to 9:00am till dusk seven (7) days a week.
8. In compliance with the Illinois Boat Registration and Safety Act Digest, age of operations of personal watercrafts as well as power boats will be as follows:
 - a. No persons under the age of 10 may operate a motorboat or PWC.
 - b. Persons at least 10 years of age and less than 18 years of age may operate a motorboat only if:
 - i. They are accompanied on the motorboat and under the direct control of a parent or guardian, or a person at least 18 years of age designated by a parent or guardian.
 - c. Persons at least 12 years of age and less than 18 years of age may, however operate a motorboat or PWC if:
 - i. They are in possession of a Boating Safety Certificate issued by the Department of Natural Resources Office, Division of Education, or a valid certificate issued by another state, a province of the Dominion of Canada, the U.S. Coast Guard Auxiliary or the U.S. Power Squadron.

Summary Chart of Age Requirements for PWC Operators

Age	Cannot Operate Boat or PWC	May operate Boat or PWC with Parent/ Guardian or designated individual over 18 years of age.	May Operate Boat or PWC with Safety Certificate.
Under age 10	X		
At least age 10 and under age 18		X	
At least age 12 and under age 18		X	X



Winnetka Park District Lloyd Beach and Launching Rules/Guidelines



- d. Individuals who do not follow the above age rules will be subject to having their pass suspended or revoked by the Winnetka Park District.**
9. Due to limited space and control problems each season pass holder may bring up to (4) four guests.
 - a. Swimming is **NOT ALLOWED AT LLOYD BEACH!**
 - b. At Elder Lane Beach, guest must stay on the north side of the pier and swimming is not allowed on this end of the beach. In order to swim, guests must purchase a daily beach pass and swim only on the south side of the pier.
 10. Patrons on the beach without purchasing a daily beach pass must be accompanied by a season pass holder or a rack pass holder.
 11. The personal watercraft/motorized vessel season pass will be issued to registered owner of the watercraft. Only the immediate family of the registered owner can launch the watercraft. The owner and/or the immediate family must be present during the time the watercraft is in use.
 12. When returning to the launch, existing boats have the right away.
 13. Refueling of personal watercrafts will not be allowed on Winnetka Park District properties.
 14. All personal watercraft users must wear Coast Guard approved life jackets.
 15. All personal watercraft and motorized vessels must have a fire extinguisher present.
 16. All personal watercraft usage will be by season pass only. No daily fees will be available to launch a season pass.
 17. All paddle boarders are required to utilize a safety leash. Children under the age of 13 are required to wear a life jacket when using a paddleboard.
 18. Non-Motorized and motorized vessels, besides personal watercrafts, are able to purchase daily fess for launching as well as a season pass.
 19. A season pass or daily fee is required for all vessels.
 20. All season passes are non-refundable and non-transferable.
 21. Buoys will be installed in the lake to designate no-wake areas and access areas to and from the beach. If buoys should be moved by wave action Park District staff will replace them as soon as possible and watercraft operators will still be expected to follow normal locations of the buoys.
 22. Any type of watercraft causing a wake inside the designated no-wake areas are subject to having their season pass suspended and/or revoked.
 23. The north end of Lloyd Beach is used for non-motorized vessels only. Anchor and switching passengers is only allowed in front of beach house and the south end.
 24. As a courtesy to non-motorized users and rack space owners, all personal watercrafts shall operate 100 yards from the shore and only beach/anchor their watercraft directly in front of the beach house and on the south side of the beach.
 25. No boogie boards and inflatable floatation devices allowed.
 26. No dogs are permitted on the beach at any time. Village ordinance #504 will be enforced.
 27. No fires, including grills, are allowed on the beach.
 28. Glass containers are not allowed on the beach.
 29. No alcohol is allowed on the beach.
 30. For the safety of the sailing students and personal watercraft users, all personal watercraft operators shall be aware of the District's Sailing Programs held at Lloyd Beach and will make every effort to stay removed from these classes. All PWC and Motorized Boat operators shall observe proper right of way.