



# 2021 Season Boat Storage Application

## Boat Storage Rates

Boat Type	Resident	Non-Resident
Vanguard 15 Sailboats	\$400	\$800
Canoe/Kayak/Paddle Board/Laser/Sunfish	\$350	\$700
Additional Vessel (must fit in current rack)	\$200	\$300
Boat Launch Improvement Fee	10%	10%

No refunds will be issued for any reason.

In addition to the annual launch fee, a boat launch improvement fee equal to 10% of the annual launch fee will be due at the time of payment with the annual launch fee.

I understand and agree to pay the boat launch improvement fee (please check box)

## Contact Information

First & Last Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

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

## Payment Information

Type:  Cash  Check  Credit Card (Amex, Visa, MasterCard, Discover)

Account #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Exp. Date: \_\_\_\_/\_\_\_\_

Total Enclosed: \$ \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

## Parking

In order to manage and control parking at Lloyd Park, all vehicles must display a parking pass at all times. Key FOBs will be issued to season pass holders and must be shown and scanned on each visit to the boat launch. One FOB will be issued for each family member and cannot be transferred to other family members or other persons.

Will you need key FOBs?  Yes  No

## Acknowledgement

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.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Waiver & Release

## Important Information

The Winnetka Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Park District continually strives to reduce such 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 registering for this activity must recognize that there is an inherent risk of injury when choosing to participate in motor boat 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.

When boating, make sure that every person on board wears life jackets or personal floatation devices. Check weather conditions before leaving, carry a radio to receive regular weather reports and keep an eye out for storms. Never allow anyone to ride in the bow – keep all passengers in their seats. Do not overpower your boat by exceeding its horsepower rating – overpowered boats are very unstable and can capsize when turning. Too much weight can cause the boat to capsize or sink. Power-driven boats should always give the right of way to sailboats, canoe, and other boats without motors.

## Warning of Risk

Motor boating can be dangerous and risky. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death. All hazards and dangers cannot be foreseen. Certain inherent risks include failing to follow safe boating rules and regulations, drinking alcohol, failing to yield the right of way to other boats, traveling too fast for water or weather conditions, overloading the boat, carelessness or horseplay, inexperience, improper installation and maintenance of equipment, collisions between boats, striking natural or artificial surface or subsurface objects, failing to wear life jackets or personal floatation devices, losing control of the boat, acts of God, dangerous weather and water conditions, inadequate instruction/supervision, and all other risks inherent in motor boating. In this regard, it must be recognized that it is impossible for the Park District to guarantee absolute safety.

## Waiver and Release of All Claims and Assumption of Risk

Please read this waiver carefully and be aware that by continuing with this registration and participating in the identified programs/activities, you will be expressly assuming all risk and all legal liability, and waiving and releasing all claims for any disease (including but not limited to contracting or spreading COVID-19), injury, damages, or loss that you, and your minor child/ward, might sustain as a result of participating in the above referenced programs and activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury and disease to participants in these programs/activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or losses, regardless of severity, 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 that might 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 disease, injuries, damages, or losses my minor child/ward, or I may have or which may accrue to me, my minor child/ward, or any other individuals arising out of, connected with, or in any way associated with these programs/activities. Further, I do hereby indemnify, defend, and hold the District harmless from and against any and all claims, causes, injuries, damages and losses by third parties against the District arising from or in any way related to my or my child's/ward's participation in the identified programs/activities described above. 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 online or via fax, my online facsimile signature shall substitute for and have the same legal effect as my signature on an original 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.

**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 District to use these photos and video footage for advertising and promotion without your further permission and without any compensation to you. All photos/videos are property of the Park District.

**PLEASE SIGN THE REVERSE SIDE OF THIS FORM**

<b>OFFICE USE ONLY</b>	Rack # : _____	Parking # : _____
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# Storage Permit Terms & Conditions

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.

**CONTINUED ON NEXT PAGE >>**

**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.

**Signature of Boat Owner:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Boat 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.
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: 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: 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.
  - 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.

### Summary of Age Requirements for PWC Operators

Age	Cannot Operate a Boat or PWC	May Operate a Boat or PWC With Parent / Guardian over 18	May Operate a 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

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, guests 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.

**RULES CONTINUED ON NEXT PAGE >>**



# Boat Launching Rules / Guidelines

11. Due to limited space and control problems each season pass holder may bring up to (4) four guests.
12. Swimming is NOT ALLOWED AT LLOYD BEACH!
13. Patrons on the beach without purchasing a daily beach pass must be accompanied by a season pass holder or a rack pass holder.
14. The personal watercraft/motorized vessel season pass will be issued to the 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.
15. When returning to the launch, existing boats have the right away.
16. Refueling of personal watercrafts will not be allowed on Winnetka Park District properties.
17. All personal watercraft users must wear Coast Guard approved life jackets.
18. All personal watercraft and motorized vessels must have a fire extinguisher present.
19. All personal watercraft usage will be by season pass only. No daily fees will be available to launch a PWC.
20. 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.
21. Non-Motorized and motorized vessels, besides personal watercrafts, are able to purchase daily fees for launching as well as a season pass.
22. A season pass or daily fee is required for all vessels.
23. All season passes are non-refundable and non-transferable.
24. 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.
25. Any type of watercraft causing a wake inside the designated no-wake areas are subject to having their season pass suspended and/or revoked.
26. 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.
27. 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.
28. No boogie boards and inflatable flotation devices allowed.
29. No dogs are permitted on the beach at any time. Village ordinance #504 will be enforced.
30. No fires, including grills, are allowed on the beach.
31. Glass containers are not allowed on the beach.
32. No alcohol is allowed on the beach.
33. 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.