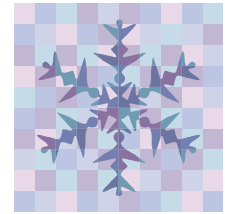




Winnetka Park District 2016-17 Lloyd Beach Winter Storage



Winter Boat Storage is Available from October 31, 2016 – April 1, 2016
 WINNETKA PARK DISTRICT 540 Hibbard Rd., Winnetka, IL 60093
 PHONE: (847) 501-2040 FAX: (847) 501-5779

LLOYD WINTER BOAT STORAGE RATES

	RESIDENT	NON-RESIDENT
Outdoor Rack/Beach Storage	\$100	\$150
Indoor Storage	\$150	

Limit 25

NO REFUNDS WILL BE ISSUED FOR ANY REASON.

PAYMENT INFO

Cash
 Check
 Credit Card
Visa | MasterCard | Discover

Account #: _____ - _____ - _____ - _____

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

Cardholder's Name: _____

Authorized Signature: _____

Name: _____ e-mail: _____

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

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

*I have carefully read the insurance liability waiver (**please read reverse side**) and the Permit Terms and Conditions (**please see attached pages**) 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/Storage rules may lead to the revocation of winter storage.*

APPLICANT'S NAME (please print): _____

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

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 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 to store the vessels described on the Boat Storage 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 amount 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.