



GROUP EVENT AGREEMENT AND WAIVER/RELEASE OF LIABILITY

NOTE: THIS IS A LEGAL DOCUMENT



Please check the water craft you will be renting today:

- Canoe (800 lb, 2-4 riders limit)
- Kayak (250 lb, 1 rider limit)
- Double Kayak (450 lb, 2-3 riders limit)
- Paddle Board (300 lb, 1 rider limit)
- 2-person Mini Pontoon (520 lb, 2 riders limit)
- 4-person Mini Pontoon (820 lb, 4 riders limit)
- Aqua Bike (450 lb, 2 riders limit, 3 riders permitted if at least 1 rider is a small child)

RIDER INFORMATION: Please *PRINT* the information below. Two adults, living at **same** address may both complete and sign this form.

Adults:

Minor Children (17 yrs & younger)

Name: _____

Name(s): _____

Address: _____

Phone: _____

Age(s): _____

Age: _____

If you are signing for a minor child, you must be a parent or legal guardian, or, if being used as part of a group event, then the adult must have authority to sign for the group and agree to be responsible for the minor child. What is your relationship to the minor child/children? _____

NOTICE: The City of Oshkosh seeks to provide a park and recreation system that will meet the needs of our current residents and future generations, preserve and protect the City’s open space, water, historical and natural resources, and provide a park and recreation program that is designed to enhance the City’s quality of life. **HOWEVER, THE CITY DOES NOT PROVIDE LIFEGUARD OR OTHER DIRECT SUPERVISION OF WATER ACTIVITIES. PARTICIPANTS UNDERTAKE THESE ACTIVITIES AT THEIR OWN RISK.**

UNDERSTANDING OF INHERENT RISK: I understand that using water craft from the Oshkosh Parks Department involve inherent risk due to weather, water, the physical activity and actions of others using water craft, as well inherent risks which are present during physical activity and actions of others. Therefore, I release the City of Oshkosh from all claims for damages which are the result of my use of water craft. This paragraph includes injuries which are related to me using water craft based upon my use and actions, but is not meant to include the actions of others, which are addressed elsewhere in this document.

WAIVER OF CLAIMS BASED UPON NEGLIGENCE: I release the City of Oshkosh, its officers, employees, agents, representatives, and insurers, including all of the assignees and successors in interest of all those aforementioned, from all claims based upon the negligent actions and/or inactions of the City of Oshkosh, its officers, employees, agents, and/or representatives, which occur during my use of water craft with the Oshkosh Parks Department. The release in the previous sentence includes a release of claims against the City of Oshkosh based upon the negligence of third persons which occur while participating in use of water craft with the Oshkosh Parks Department. The claims released in this paragraph include those which may be based upon State or Federal statutes and/or administrative codes, common law, and Municipal and/or County Ordinances. The potential injuries and claims resulting from the identified type of events include physical and psychological injuries of all levels of seriousness, as well as in extreme circumstances, death.

WILLFUL AND MALICIOUS ACTIONS NOT RELEASED: I understand that actions of the City of Oshkosh, its officers, employees, agents, and representatives which are reckless, willful and malicious are not part of this agreement and are not released.

ACTIONS BY THIRD PARTIES ARE NOT RELEASED: I understand that by signing this Agreement and Waiver/Release I am not foregoing any claims that I may have directly against third persons based upon their negligent, reckless, willful and malicious actions related to use of water craft are not part of this agreement and are not released. Third parties are meant to include all persons other than the City of Oshkosh, its officers, employees, agents, and/or representatives.

NEGOTIATION: I understand that if this Agreement and Waiver/Release was not in the form that it is, that the opportunities for me to participate would either be more limited, or it would cost significantly more money to participate. Because I do not wish to have the outdoor activities limited, and I do not want to pay additional money for their participation, I note that I have considered my options and hereby waive my rights to negotiate or bargain for different terms which may lead to more potential liability on the part of the City of Oshkosh, its officers, employees, agents, and/or representatives.

AUTHORIZATION AND UNDERSTANDING: Although I am agreeing with all of the terms of this agreement, I reiterate my intentions by signing below and certifying that:

- I have read this document and understand its terms;
- I understand that I am waiving some rights that I may otherwise have, and am releasing the City of Oshkosh from some liability that it may otherwise have, in the absence of this agreement;
- I understand that in order for me to participate in outdoor activities, an Agreement and Waiver/Release document in some form is required. For reasons that have value to me, I have chosen to accept the terms as identified within this document.

Customer Signature(s)

Date

*** For City of Oshkosh Use Only ***

Employee boarding customer(s)_____

Employee completes when equipment is launched:

Time Out: _____ AM PM

Time In: _____ AM PM

Note: If *two or more* riders are riding the **SAME** water craft **AND** each has a *separate* waiver/release of liability form, staple **ALL** forms **TOGETHER** (indicating that one water craft was used).