

3 Oaks Recreation Area Waiver and Release of All Claims & Assumption of Risk

Warning of Risk

You are solely responsible for determining if you or your minor child/ward is physically fit and/or skilled for stand up paddleboarding and/or sailboarding (herein referred to as "the activities" or "activity") 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 your physician before undertaking any physical activity.

The activities are intended to challenge and engage in physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury or death when participating in a particular activity, and participants must understand that certain risks, dangers and injuries due to acts of God, inclement weather, slipping, falling, inadequate or defective equipment, failure in supervision, or instruction, poor skill level or conditioning, carelessness, horseplay, premises defects and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the City of Crystal Lake to guarantee absolute safety.

Waiver and Release of All Claims & Assumption of Risk

Please read this form carefully and be aware that, in consideration for participating in this activity, and for the use of rental equipment, you will be waiving and releasing any and all claims you may have for injuries you or your minor child/ward might sustain as a result of participating in this activity and/or any activity associated with or connected with this activity and the use of the requested equipment.

I have inspected on behalf of my minor child/ward said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I recognize and acknowledge that there are certain known and unknown risks of physical injury to persons utilizing the above equipment and all activities in connection with the use of this equipment and I voluntarily and fully choose to assume any and all such risks and dangers on behalf of myself and/or minor child/ward.

I hereby fully and forever waive, release and relinquish any and all claims, demands and actions whatsoever that I may have or may accrue to me for any injury of any nature whatsoever, including death of my minor child/ward against the City of Crystal Lake, its officers, employees, volunteers and agents arising out of the use of said equipment and all activities in connection with the use of said equipment.

I further guarantee to defend, indemnify and hold harmless the **City of Crystal Lake** against any and all liabilities, claims, damages, losses, costs and expenses resulting from injuries, damages and losses sustained by me or my minor child/ward and arising out of, connected with, or in any way associated with the use of the above equipment and all activities in connection with the use of said equipment.

In consideration of the rental or demo of stand up paddleboard, sailboard, or body board from **ALPINE ACCESSORIES** ("The Shop"), I agree to release and hold harmless the Shop, its subsidiaries and affiliates, their respective agents, directors, officers, owners, contractors and employees (collectively "the Released Parties") from any and all claims I might have as a result of the Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the Activity.

If I am signing this liability release on behalf of a minor less than 18 years of age ("the child"), I represent that I am parent and/or legal guardian of the child. I accept responsibility for all the child's medical expenses incurred in connection with the Activity; I agree to indemnify the Released Parties for any and all medical claims brought by the child; and I agree to indemnify the Released Parties for any and all medical claims brought by a third party arising in connection with the child.

In exchange for the shop allowing me to rent or demo the after mentioned equipment, I contractually agree that any and all disputes between myself and the Shop arising from my use of this equipment OR my participation in the Activity, INCLUDING any claims for personal injury and/or death will be GOVERNED BY THE LAWS OF THE STATE OF IL and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the country where the alleged tort occurred or federal court of the state of IL.

I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.