

# Voluntary Waiver of Liability Agreement

## Use of Public Canoes/Kayaks – Stearns Park



STEARNS  
PARK

**IMPORTANT:** This document affects your legal rights. Read carefully before signing.

1. I hereby acknowledge that I am 18 years old or older.
2. My participation is voluntary. No one is forcing me to participate.
3. I acknowledge this activity is NOT an ESSENTIAL service provided by the City of Omro.
4. I understand and acknowledge the activity I am about to voluntarily engage in as a participant has certain risks including: lifting and carrying injuries, capsizing and drowning, as well as contact with pests and pathogens in the environment. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness or disease or cause damage to myself or my property, or to other persons and their property.
5. In consideration of being allowed to participate in the activity, I hereby personally assume all risks in connection with this activity and I hereby agree to hold the City of Omro, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City of Omro or anyone working on behalf of the City of Omro for any injuries or damages related to the alleged negligence of the City of Omro.
6. This waiver does not apply to any injuries or damages that are the result of a willful, wanton, or intentional misconduct by the City of Omro or anyone acting on behalf of the City of Omro.
7. I understand that entering into and signing this agreement affects my legal rights and result in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.
8. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
9. I understand that a copy of my Wisconsin Driver's License/Identification Card is required to be submitted to the city to document my identity.
10. My signature indicates I have read this entire document, including the '**Terms of Use**', understand it completely, acknowledge that cannot be modified or changed in any way by oral representations, and agree to be bound by its terms; specifically the continuous use of life jackets by myself and anyone in my party, and for the loss or damage of any equipment.

Print Full Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ WI Driver's License # \_\_\_\_\_

**IMPORTANT:** Parent or legal guardians in signing this agreement hereby warrant that life jackets shall be used by each individual under their watch – and that the use of canoes or kayaks are appropriate for their age and abilities, and further, the above signed individual shall remain in physical proximity to minors when watercraft are in use.

# Public Use of Canoes/Kayaks



The City of Omro Parks and Recreation department, in conjunction with grant funding, is pleased to offer FREE canoe and kayak use to our community from Stearn's Park. The canoes and kayaks are to be used by launching at Stearn's Park into the Fox River. DO NOT transport to any other location for use.

You may contact Omro City Hall at (920) 685-7000 to begin the reservation and check out process. City Hall is located at 205 S. Webster Avenue and is open from 8:00 am - 4:30 pm Monday - Friday. Reserved weekend users must complete the check out process prior to closing on Friday and return the items by 9:00 am Monday morning.

## TERMS OF USE

Visit Omro City Hall to read the Terms of Use and sign the corresponding liability waiver and use/rental equipment form. You will be issued a key to unlock your choice of vessel, and be provided with paddle(s) and life jackets by city hall personel.

Users must be at least 18 years of age. Minors are not allowed to use the vessels without the presence of a signing responsible adult.

Users must provide a valid Wisconsin Driver's License/Identification.

Users are mandated to wear the appropriate life jacket and similiarly be responsible for any minors in their custody.

Users are responsible for damage or loss of all equipment in their possession, until the vessel is securly stowed and equipment returned with the key.

Keys and equipment must be returned by 9:00 am the following day after use. Weekend users must return the items by Monday at 9:00 am.

## USE / RENTAL EQUIPMENT

Kayak K-1 \_\_\_\_\_ Paddle K-1 \_\_\_\_\_ # Life Jackets \_\_\_\_\_ Key / Flotation Chain K-1 \_\_\_\_\_

Kayak K-2 \_\_\_\_\_ Paddle K-2 \_\_\_\_\_ # Life Jackets \_\_\_\_\_ Key / Flotation Chain K-2 \_\_\_\_\_

Canoe C-1 \_\_\_\_\_ Paddles C-1 \_\_\_\_\_ # Life Jackets \_\_\_\_\_ Key / Flotation Chain C-1 \_\_\_\_\_

Canoe C-2 \_\_\_\_\_ Paddles C-2 \_\_\_\_\_ # Life Jackets \_\_\_\_\_ Key / Flotation Chain C-2 \_\_\_\_\_

I agree that I am responsible for the above indicated use / rental equipment:

Check Out Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM PM

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Check In Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM PM Int: \_\_\_\_\_