

OAKLAND TOWNSHIP PARKS AND RECREATION COMMISSION
SMALL WATER CRAFT RENTAL AND USE

Waiver and Release of Liability
READ BEFORE SIGNING

In consideration of my rental and use of a small water craft at the Lost Lake Nature Park and Draper Twin Lake Park, I, the undersigned person, state and agree as follows:

1. The risk of personal injury from the use of small water craft and other activities on, in and around Lost Lake and Draper Twin Lake is significant, including the potential for death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury and death does exist;
2. I acknowledge and agree that boating and engaging in other activities on, in and around Lost Lake and Draper Twin Lake by myself or with others is inherently dangerous and a high risk activity;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for and in any way related to my activities on, in and around Lost Lake and Draper Twin Lake; and,
4. I willingly agree to comply with the stated and customary rules, regulations, terms and conditions relating to my rental and/or use of a small water craft and activities on, in and around Lost Lake and Draper Twin Lake. If, however, I observe any unusual significant hazard during my presence or activities, I will remove myself from the area and bring such to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY WAIVE, RELEASE AND HOLD HARMLESS THE OAKLAND TOWNSHIP PARKS AND RECREATION COMMISSION, THE CHARTER TOWNSHIP OF OAKLAND, and all of their respective officials, officers, directors, agents, employees, and volunteers ("RELEASEES"), WITH RESPECT TO ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, TO THE FULLEST EXTENT PERMITTED BY LAW.

Medical Care. Please check one of the following boxes:

- I am willing to allow my child to receive First Aid treatment, and if necessary, further medical attention that may include transportation to a local medical facility. I understand that, if possible, I will be contacted if additional medical care is needed.
- I am willing to allow my child to receive First Aid Treatment, but I do not want my child to receive additional medical attention, including transportation to a local medical facility. If advanced medical care is necessary, please follow these instructions:

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Signer's Printed Name

Signer's Address, City, Zip (**Print**)

Emergency Phone Number: (_____) _____ Date Signed: _____

FOR PERSONS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as the undersigned parent/guardian with legal responsibility for the minor identified below, do consent and agree to the above Agreement on behalf of said minor and for myself, my heirs, assigns, and next of kin with respect to my minor child's kayaking and other activities on, in and around Lost Lake.

Name of Parent/Guardian (**Print**)

Name of Minor (**Print**)

Parent/Guardian Signature

Parent/Guardian Address, City, Zip (**Print**)

Emergency Phone Number: (_____) _____

Date Signed: _____

THIS FORM MUST BE FILLED OUT COMPLETELY