

The Village must receive payment and a signed contract prior to boat usage.

All members must be residents of the Village of Shorewood Hills and be 18 year of age or older. Guests may use the boats when accommodated by a member. Parents are fully responsible for children, and children under the age of 18 cannot take out boats without a member.

Canoe/Kayak members agree to abide by all the terms and conditions of this contract. Violations of the rules may result in suspension of membership, and no refund of any portion of the membership fee shall be given. Members agree to pay for any item he/she or his/her guest damages or loses.

IT IS EXPRESSLY AGREED THAT THE VILLAGE OF SHOREWOOD HILLS AND ITS OFFICERS, EMPLOYEES, COMMITTEE MEMBERS, AND ASSIGNS OF ANY KIND SHALL NOT BE LIABLE TO MEMBERS OR MEMBER'S HOUSEHOLD GUEST(S) FOR ANY LOSS, DAMAGE, OR INJURY TO PERSON OR PROPERTY BY REASON OF OCCUPANCY AND USE TO THE PREMISES COVERED BY THIS AGREEMENT.

The member releases the Village of Shorewood Hills and the Recreation / Waterfront / Parks Committee personnel for any claim of accidental injury or death of any household member, or household guest during participation in the Village of Shorewood Hills Canoe / Kayak Program.

The UNDERSIGNED person(s), being of lawful age, understands that, as in all sporting activities, and particularly in water sports, there are hazards that pose risks of injury to participants. These risks include, but are not limited to, accidental drowning, injury caused by contact with hard or sharp objects in the water, collisions with others (participants, boaters, and swimmers), hypothermia, infections from water borne substances, dangerous weather, or injury from use of broken or damaged equipment ("Acknowledged Dangers"). In consideration of being permitted to enter into this Agreement and to have access to The Village of Shorewood Hills Canoe / Kayak Share Program Equipment under this Agreement, the UNDERSIGNED agree(s) as follows:

1. The UNDERSIGNED, for him / herself, any personal representatives, assigns, heirs, guests, next of kin including any child using the Equipment under this agreement and not of legal age (collectively, the "UNDERSIGNED") release and covenant not to sue Village of Shorewood Hills and its officers, employees, committee members, and assigns of any kind for all claims, causes of action, rights, loss or damage of any kind, on account of injury to the person or property or resulting in death of the UNDERSIGNED, including any attorney's fees or cost of litigation, regardless of whether caused by the negligence of Village of Shorewood Hills or Village of Shorewood Hills parties, or otherwise caused by the Acknowledged Dangers or otherwise arising out of (i) the UNDERSIGNED'S membership under this Agreement or (ii) the UNDERSIGNED'S use and utilization of the Equipment, with all of the foregoing being collectively referred to hereunder as the "UNDERSIGNED Claims."

2. The UNDERSIGNED shall indemnify the Village for and shall hold the Village harmless from and against, any loss, damage, injury, claim or action that arises in connection with the UNDERSIGNED'S occupancy or use to the facilities. The User shall hold the Village harmless

for any loss, damage, injury, claim or action the Member or the Member's guests incurs or the accrues to the Member or Member's guests in connection with any action or omission of the Village of Shorewood Hills or of the Village of Shorewood Hills's agents or employees in connection with the facilities.

3. Further, the Undersigned agrees to indemnify the Village of Shorewood Hills and Village of Shorewood Hills Parties, from the UNDERSIGNED Claims whether caused by the negligence of the Village of Shorewood Hills, Village of Shorewood Hills Canoe / Kayak Program committee members, or Village of Shorewood Hills Parties or otherwise.

4. Further, the UNDERSIGNED assume full responsibility for the UNDERSIGNED Claims whether caused by the negligence of the Village or the Village of Shorewood Hills Canoe / Kayak Share Program or otherwise.

5. Further, the UNDERSIGNED agree that they will adequately inspect the Equipment (boats, life jackets, and paddles) under all circumstances and agree in advance as to the suitability of the Equipment being used on each occasion.

6. Further, the UNDERSIGNED attests to having knowledge of canoe and kayak safety and to understanding that additional information about canoe and kayak safety is available at the Village Hall, the McKenna Boathouse, and/or the Marina.

The UNDERSIGNED agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The Member shall indemnify the Village for and shall hold the Village harmless from and against, any loss, damage, injury, claim or action that arises in connection with the Member's occupancy or use of the facilities. The Member shall hold the Village harmless for any loss, damage, injury, claim or action the Member or the Member's guests incurs or the accrues to the Member or Member's guests in connection with any action or omission of the Village or of the Village's agents or employees in connection with the facilities.

Member's Responsibilities:

The UNDERSIGNED agrees and represent that they and their party will be responsible for doing the following:

1. Acting within the limits of their boating and swimming ability;
2. Maintaining control of themselves and any Equipment they may be using; and
3. Refraining from acting in any manner that may cause or contribute to injuring himself or herself or other persons while using the Equipment.

The UNDERSIGNED further understand that a violation of any of the above listed responsibilities constitutes negligence on their part and may subject the UNDERSIGNED to losing certain Equipment privileges during water sports season.

Every UNDERSIGNED further agrees to the following terms and conditions of use:

1. The Members and Guests must comply with all Federal, State, and Local laws pertaining to operating watercraft.
2. Boat use is on Lake Mendota only (off-lake or full day usage needs to be approved by the Canoe/Kayak Share subcommittee or Recreation Committee).
3. The Member can make a reservation up to a week in advance for up to a 4-hour period, on a first come, first serve basis. Monopolizing multiple days and times will not be allowed. Village Staff may limit the number of reservations made during any week, to promote availability to all members.
 - a. COVID-19 Modification: Reservations can only be made by telephone (608-267-2680) or email (office@shorewood-hills.org).
 - b. COVID-19 Modification: An appointment must be made at an appropriate time to pick up a key from the Village Hall.
4. The Member is responsible for the return of all Equipment used to its proper location. Keys are to be returned immediately via the secure Green Drop Box in the Village Hall parking lot (COVID-19 Modification). Lost key fee is \$20.00.
5. The Member should inspect the Equipment prior to use and upon return, and report any defects or damage to the Village Hall. The Member should bring sanitizing liquid/wipes with them to clean touch-points on Equipment before and after use (COVID-19 Modification).
6. The Member is encouraged to use the “buddy system” to help minimize vandalism and report any vandalism or suspicious behavior to the Village of Shorewood Hills Police department.
7. The Member and Guests are never to leave Equipment unattended while in the water.
8. The Member and Guests agrees to keep the Boathouse, the Quonset Hut, and the padlocks locked while they are out on the water and after usage.
9. The Member is responsible for the cost of repairs or replacement of Equipment made necessary by the abuse, failure to return the Equipment, or permitting unauthorized use.
10. Membership only allows use of the Canoe/Kayak Share boats and Equipment. Never use or damage other people’s boats and belongings at the McKenna boathouse, the Marina and The Quonset Hut. The Member will be responsible for any damage.

11. It is the Member's responsibility to make sure that there is a properly fitted life jacket (approved for canoeing and kayaking) worn by every member of his or her party. Life jackets may need to be supplied by the Member.
12. The Member understands that there are risks with boating and being near water and should be conscientious of the weather. The Member and Guests should immediately return to shore at the first sight of any lightening or hearing any sound of thunder or otherwise becoming aware of the approach of an impending storm or dangerous high winds. The Member and Guests should consider wind and wave conditions, along with boating skill level, when choosing 1) whether it is safe to canoe or kayak on Lake Mendota and 2) how far to be from the shore.
13. The Member and Guests agrees not to exceed the number of people or the weight restrictions in the boats as listed on the boat's label.
14. Members should use their discretion on whether their child(ren) or guest's children should use the Equipment. Members are fully responsible for children, and children cannot take out boats alone.
15. The Member represent that they are competent swimmers, able to swim a distance of at least 75 yards without assistance of any kind.
16. The Member and the Village agree that this contract is for the Boating Season (May 15 - October 15, weather permitting).
17. The Village agrees to provide storage for the Equipment.
18. Members are encouraged to participate in the Waterfront Clean-up Day.