

Madison Boats Minor Waiver

Madison Boats is an experienced provider of boating and recreation and it is our highest goal to assure the safety of every participant. Each participant is provided a coastguard approved personal floatation device and we seek to make the experience safe as well as fun. There are, however, inherent risks to these activities.

This agreement is entered between the minor's parent or guardian and Madison Boats, LLC.; Wingra Canoe & Sailing Center, Inc., DBA Wingra Boats; Brittingham Boats, LLC; and Marshall Boats, LLC, all Wisconsin businesses with a mailing address of 824 Knickerbocker Street, Madison, Wisconsin 53711. Hereinafter they are collectively referred to as **Madison Boats**. **Madison Boats** rents watercraft and provides related events and activities on Lake Wingra, Monona Bay, Lake Monona and Lake Mendota in Madison WI.

Rules: As the Parent/Guardian of the minor listed on this form, I agree to instruct the minor to obey all Madison Boats rules. The Rules are designed to reduce risk to your child and the equipment. Participants who violate written or verbal rules will be given a warning. Subsequent violations will result in the suspension of use without refund or reinstatement. All rules are subject to change. The current rules are listed on the 2nd page of this form. The latest rules will always be posted at boathouse.

Full and Complete Release of All Liability: I, the undersigned parent and/or legal guardian of the minor listed on this form, being of lawful age, understand that, as in all sporting activities and particularly in water sports, there are hazards which 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, hypothermia, infection from water born substances, injury from collisions, or injuries resulting from broken or damaged equipment. I understand the nature of boating activities and potential injuries described above in relationship to my child's experience and capabilities.

I believe my child to have sufficient swimming and physical abilities to participate in water sport activities and all other related activities. In addition, my child, has my permission to take out watercraft in my absence, without an accompanying adult. I understand all of the risks and release **Madison Boats**, from all liability. I understand that there are no lifeguards on duty at the boathouse and that staff are not lifeguards or certified 1st responders, and can only help notify officials in the case of an emergency.

I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS **Madison Boats**, their administrators, directors, agents, officers, members, councilors, volunteers, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the camp operations, including negligent rescue operations. I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance shall continue in full force and effect.

Minors Name: _____ **Age:** _____

Parent/Guardian Name: _____ **Cell Phone:** _____

Parent/Guardian Signature: _____ **Date:** _____

I have read the rules on the following page and explained to the minor the importance of following them at all times.

Organization/group my child will be with: _____

MADISON BOATS RULES

Our #1 concern is your safety!

Please help us keep you and everyone safe by reading and following the rules!

These rules are intended to limit risk to boaters and equipment and are subject to change. The latest rules will be posted and copies are available on request. These rules are for Madison Boats, LLC., Wingra Canoe & Sailing Center, Inc, Brittingham Boats, LLC. and Marshall Boats, LLC. Copies are available on request.

- All Participants must sign the Waiver, and/or have a current waiver on file.
- All Participants must be over 18 or have written permission from a parent or guardian.
- There must be a PFD/LIFEJACKET in the boat for each participant at all times. Cushions are NOT a substitute.
 - It is strongly encouraged that all participants wear their PFD at all times.
 - Persons under 18 **must** wear their PFD.
- ALCOHOL is NOT permitted in any watercraft and persons under the influence of alcohol or drugs are not allowed to use any watercraft.
- Participants must comply with all Federal, State and local laws pertaining to the operation of watercraft (if you are unclear on Laws please ask staff).
- Participants are required to know and act within the limits of their boating and swimming capabilities.
- All boats are first come first serve. We will work to make each outing enjoyable but ask that Members be considerate of others and consider limiting the number of water craft and the amount of time on the water on busy days or holidays.
- Participants must respect other boaters and refrain from acting in any manner that may cause or contribute to injuries to self or others or disrupts other boater's enjoyment of the water.
- Boating is weather dependent and all participants must heed all warnings and must return to the boathouse at the first sign of storms, high winds, lightning, thunder or severe weather.
- Employees are trained to help keep you safe. Employees have the right to deny access to boats under questionable safety conditions, including but not limited to weather, assessment of participants boating capabilities, or the ability to provide necessary assistance services in the event of an accident.
- Participants must obey all reasonable requests from staff.
- Participants are responsible to return all watercraft in the same condition as taken. Participants are responsible for assessing and reporting any damages prior to taking the boat on the water and will be held accountable and charged for any damage to equipment.
- It is understood that the person renting the watercraft assume(s) full responsibility for all other passengers and assumes full responsibility for any and all damage to person or property caused during the rental period.
- Pay all fees when due. Disputes regarding fees, use of equipment or equipment damage fees shall be resolved through informal discussion between the member and management. If unable to agree both parties will cooperate in choosing an arbitrator and the findings of the arbitrator shall be final. If the parties cannot agree on a single arbitrator, they shall each choose an arbitrator and the two arbitrators shall choose a third arbitrator and act as a panel. If there are any arbitration costs, the parties shall share them equally.