



Genoa Township Park District
400 E. Second Street, Genoa, IL 60135

"Parks & Recreation...The Benefits are Endless!"

CANOE/KAYAK AGREEMENT

Effective January 1, 2019

Responsible Party: _____
(Responsible Party must be in attendance throughout the rental.)

Mailing Address: _____

Home Phone Number: _____ Emergency Phone Number: _____

Email: _____

Date Requested: _____ Start Time: _____

No. of Canoes/Kayaks Requested: _____ Total Number of People: _____

Adult: _____ Teen: _____ Youth: _____

	Resident	Non-Resident	Deposit (Refundable)
Canoe/Kayak	Monday –Friday \$ 25.00 Saturday-Sunday \$30.00	Monday –Friday \$ 30.00 Saturday-Sunday \$35.00	\$ 100.00

Fees should be paid with two separate checks for bookkeeping purposes.

Deposit is due at the time of the booking. Rental payment is due no later than two weeks before the rental.

Signature of Applicant/Date

Agent, Genoa Township Park District/Date

For Office Use Only

Date Deposit Received _____ Amount _____ Cash/Check # _____

Date Rental Fee Received _____ Amount _____ Cash/Check # _____



Genoa Township Park District Canoe/Kayak User Agreement

This is an agreement between the Genoa Township Park District and the “responsible party” for the use of the canoes/kayaks. We the aforementioned do hereby agree to the following terms and conditions as set forth by the Genoa Township Park District. These regulations are to be followed to assure their refund of the responsible party's deposit.

Rules and Regulations

1. Renter is solely responsible for determining if the renter and any other canoeists are physically fit and/or adequately skilled for use of the above identified canoe. The Genoa Park District/Genoa Main Street Canoe Rental makes no assessment whatsoever as to the skills, qualifications, or suitability of any intended canoeist. In this regard, all canoeists canoe at their own risk.
2. Renter is solely responsible for determining if the renter or any canoeists have adequate swimming skills to participate in any canoeing activity.
3. Renter is solely responsible for determining if the river conditions are safe and at a level where they can engage in the trip. The Genoa Park District/Genoa Main Street Canoe Rental makes no assessment or representation whatsoever as to the suitability of water conditions for any anticipated canoeing activity. In this regard, all canoeists canoe at their own risk.
4. Renter is solely responsible for determining if the weather conditions (or any other environmental conditions) are safe for canoeing.
5. Renter is solely responsible for complying with any and all weight and/or occupancy restrictions for the canoe(s). The renter shall not permit any canoe to be used in excess of the weight and/or occupancy limits.
6. Renter will inspect the canoe(s) and related equipment prior to use, certifying the condition of the equipment.
7. Renter understands the correct and safe method to use the canoe (s) and related equipment.
8. Renter is solely responsible for supervising the use of all canoes and ensuring that all canoeists comply with these rules and regulations, including, but not limited to wearing properly secured lifejackets at all times and complying with all weight and occupancy limits.
9. All canoeists must wear coast guard approved lifejackets AT ALL TIMES!
10. NO ALCOHOL ALLOWED IN CANOES OR DURING COURSE OF RENTAL.
11. There will be a first aid kit and extra paddle in all the canoes.
12. Canoeists should never stand up in the canoe. Canoes can capsize. Stay low and position all body weight to the center of the canoe.
13. Canoeists will always stay in the canoe and will not swim in the river.
14. Canoeists will always moor a boat on soft/sandy areas and will avoid rocks, logs and sharp objects.
15. The hull materials are extremely slippery when wet. Canoeists should wear non-slip shoes or foot wear.
16. Renter agrees to return all equipment in the same condition as it was when it was signed out at the start of the trip. If there is any damage to the equipment or items have been lost, Renter is responsible for the replacement/repair cost of all damaged or missing equipment. The deposit will be used first. If the damage or lost equipment costs more than the deposit, Renter is responsible for any additional funds needed.
17. One renter must be at least 18 years of age and must remain with the canoeists in Renters group at all times.
18. Rental is from Carroll Park on Route 72 in Genoa to Kingston Park. Approximately 1.5 to 2.5 hours.
19. Renter MUST have cell phone and call Park District at 815/784-5612 when trip is complete Monday through Friday between 8:30 a.m. and 5:00 p.m. Trip must be completed by 4:30 pm. On weekends, a phone # will be provided to you for pickup. It will generally take about 10-15 minutes for pick-up. Please take canoe/kayak (s) out of water and be ready for pick-up.
20. Weekend reservations are required one week in advance and weekday reservations are required two days in advance. Reservations may be taken closer to the rental date based on availability.
21. At certain times, rentals might not be available.

I HAVE READ AND UNDERSTAND ALL THE ABOVE INFORMATION INCLUDING THE WAIVER, RULES AND REGULATIONS, REGISTRATION INFORMATION, FEES, RENTAL INFORMATION, INSPECTION FORMS AND ANY OTHER RELATED ITEMS. _____Initials

IMPORTANT INFORMATION AND DISCLAIMER

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for any and all canoeing activities. You are further responsible for complying with all rules and regulations, including, but not limited to: **wearing your life vest at all times and properly secured; never standing; and no horseplay.**

Renter acknowledges and agrees that that Renter takes the equipment and each part thereof "as-is" and that the Park District has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of renter, or as to the absence of latent or other defects whether or not discoverable, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by Renter and Owner shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

All rental equipment is intended for use and/or operation by the party identified above. The Genoa Park District does not permit, authorize, or intend use or operations by any other party.

WARNING OF RISK

Canoeing is intended to challenge and engage the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including drowning. All hazards and dangers cannot be foreseen. Certain risks include, but are not limited to, dangerous weather and water conditions such as lightning, high winds, rapids, deep or cold water, above and subsurface rocks and obstacles, hydraulics, strainers and ledges, acts of God, and insect bites. Other risks include capsizing, being pinned between rocks, logs or trees, hypothermia, sunburn, heatstroke, dehydration, inadequate supervision or instruction, horseplay and carelessness, poor canoeing technique or swimming skills, loss of balance, collision with other canoes or stationary objects, paddling the canoe in waters too difficult for the canoeist's capability, inadequate or defective equipment, and failure to wear a personal floatation device or other safety equipment. In this regard, it is impossible for the Genoa Park District Genoa Main Street Canoe to guarantee absolute safety.

WAIVER & RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION

Please read this form carefully and be aware that in consideration for renting the above paddle boat, you will be waiving and releasing any and all claims for injuries you or your minor child/ward might sustain arising out of use of the equipment, including any activity associated with or connected with use of the canoe(s).

I have inspected the canoe(s), paddles and life vest(s), and acknowledge that upon receipt they are in good working order with no defects or abnormalities. I understand and agree that the Genoa Park District/Genoa Main Street is not providing any supervision or instruction in the use of the canoe(s) and related equipment and that I am solely responsible for supervising the use of said canoe(s) and related equipment. Further, I agree to be responsible for any damage to the canoe(s) and related equipment, except ordinary wear and tear. I agree to comply with all rules and regulations and further, I understand that I am solely responsible for ensuring that any and all other canoeists in my party shall comply with all applicable rules and regulations, including, but not limiting to sitting at all times while in the canoe and properly wearing the life vest at all times in the water.

I recognize and acknowledge that there are certain risks of physical injury to persons using canoes, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of this rental agreement. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) arising out of use of the canoe(s) and related equipment against the Genoa Park District, including their respective officials, agents, volunteers and employees.

I hereby fully and forever waive, release and relinquish any and all claims, demands and actions whatsoever that I or my minor child/ward may have against the Genoa Park District arising out of, connected with, incidental to, or in any way associated with this agreement.

I further agree to indemnify, hold harmless and defend the Genoa Park District from any and all third party claims and actions resulting from injuries, damages and losses arising out of, connected with, or in any way associated with this agreement.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE RULES AND REGULATIONS, IMPORTANT INFORMATION AND DISCLAIMER, WARNING OF RISK AND WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK.

Signature of Applicant/Date

Agent, Genoa Township/Date
Participant Information

Date: _____

PARTICIPANT (Print)

Date: _____

Signature (18 years or older or Parent/Guardian)

PARTICIPANT (Print)

Date: _____

Signature (18 years or older or Parent/Guardian)

PARTICIPANT (Print)

Date: _____

Signature (18 years or older or Parent/Guardian)

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