

# 2021 Madison Boats Waiver

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Note: By agreeing to these terms below you are providing Full and Complete Release of All Liability for all people under your membership and any guests you may take boating. You represent you have their permission to agree to this waiver on their behalf. If you do not have permission, you will take responsibility for having the participant sign a Madison Boats Waiver.

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

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This agreement is entered between the undersigned participant and/or parent and Madison Boats, LLC., Wingra Canoe & Sailing Center, Inc., DBA Wingra Boats, Brittingham Boats, LLC, and Marshall Boats, LLC, all Wisconsin corporations 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: The UNDERSIGNED person(s) agree to obey all rules of MADISON BOATS. The Rules are designed to keep boaters and the equipment safe. Participants who violate written or verbal rules shall be warned and subsequent violations shall result in the suspension of use without refund or reinstatement. All rules are subject to change and the latest rules will be posted on Madisonboats.com. It is the responsibility of the undersigned to know and follow the rules.

Full and Complete Release of All Liability: I, the undersigned participant and/or parent/legal guardian, being of lawful age, understand and expressly accept 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, and infection from water born substances, injury from collisions, or injuries resulting from broken or damaged equipment. I understand and expressly accept that the likelihood of injuries increase in relationship to the participants experience and capabilities. I represent that all participants and passengers under my membership will have sufficient capability to participate in the water sports activities and all other related activities.

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 my account [or my child's account] caused or alleged to be caused in whole or part by MADISON BOATS' operations, including the releasee's negligence or negligent assistance efforts. I further agree that if, despite this release, I, my child, or any guest in a watercraft I have rented makes a claim against any of the above named parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the parties from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. This release does not apply to claims arising from intentional conduct.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release. I agree that the opportunity to participate in boating activities at the price Madison Boats charges is reasonable consideration for the execution of this release.

I have read and understood this document. I agree to be bound by this waiver for the entire 2021 boating season at Madison Boats.

# Madison Boats Member Rules

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Our #1 concern is your safety! Please help us keep you and everyone safe by reading and following these rules.

You are hereby agreeing to the terms for each person you have signed up and are responsible for sharing this information with them. Failure to comply may result in loss of access/membership and any associated fees or damage.

These rules are intended to limit risk to boaters and equipment and are subject to change. The latest rules will be posted on the Madison Boats website 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.

I agree to the following for myself, and for all those under my membership:

- I understand that my membership only covers those listed in this application.
- I understand that I cannot reserve a boat for a non-member under my membership, but that non-members may ride with a member in a multi-person boat (example: canoe, tandem kayak).
- I accept full and complete responsibility and liability for myself, all people under my membership, and any guests that go in watercraft I rent. If I am unable to assume responsibility, I will make sure guests or other members sign a Madison Boats waiver.
- PFDs: I understand it is **STRONGLY** encouraged that all participants wear their PFD at all times.
- PFDs: I will make sure there is a PFD/LIFEJACKET in the boat for each participant at all times. Cushions are NOT a substitute.
- PFDs: I understand persons under 18 must wear their PFD at all times when not with their parent or guardian.
- PFDs: I understand that children under 13 **MUST**, by law, wear their PFD at all times.
- Minors: I understand that members under 18 must still be with their parent or guardian -OR- have a separate unsupervised minor agreement with Madison Boats.
- Minors: I understand persons under 18 must wear their PFD when not with their parent or guardian.
- Neither I, nor any of the participants, will bring, consume, or be under the influence of **DUGS** and or **ALCOHOL** when using boats.
- All people listed under this membership and guests, will comply with all Federal, State and local laws pertaining to the operation of watercraft (if you are unclear on laws please visit [www.boat-ed.com](http://www.boat-ed.com)).
- All people listed under this membership and guests, will know and act within the limits of their boating and swimming capabilities.
- All people listed under this membership and guests, will 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. All people listed under this membership and guests, will heed all warnings and will return to the boathouse at the first sign of storms, high winds, lightning, thunder or severe weather.
- I understand employees are not first responders or trained emergency responders and that all activities are unsupervised and at your own risk.
- I understand employees have the ability to deny access to watercraft to reduce risk 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.
- All people listed under this membership and guests, will obey all reasonable requests from staff.
- All people listed under this membership and guests, are responsible for returning 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 primary member assume(s) full responsibility for all other passengers and assumes full responsibility for any and all damage to person or property caused during use of any of the equipment of facilities.
- I agree to 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.
- All people listed under this membership and guests, **AGREE TO HAVE A GREAT TIME!**