

WHEELCHAIR CHECKOUT

Release from Liability

Express Assumption of Risk and Indemnity Agreement

PAGE NUMBER

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I _____ (printed name) freely enter into this waiver of liability with the City of Evanston (hereinafter the "City") and on behalf of myself, my child, my family, my household members and/or heirs and assigns agree that:

1. I understand and acknowledge that participants in water and beach activities sometimes sustain mortal or serious personal injuries and/or property damage as a result of those activities.
2. I understand and acknowledge that there are risks of personal injury, death and property damage associated with using the beach wheelchair on the walkways, paths, beaches and other areas at or near the ocean.
3. I acknowledge the risks of using the wheelchair in water and beach activities, including but not limited to, drowning, tipping over or falling out of the wheelchair, encountering uneven sand surfaces, uneven paths and walkways, uneven wet surfaces, beach and shore debris, and other unknown risks.
4. I understand and acknowledge that the City does not make any guarantees or warranties about the safety, maintenance, stability or condition of the wheelchair.
5. I agree to assume all risk of injury, death or property damage that I or my child might suffer while using the wheelchair, even if it occurs as a result of the negligence of the City, its officers, employees, and/or agents, or defects in equipment.
6. My assumption of the risk is based on my independent assessment of the risks without reliance on representations or advice by employees or representatives of the City or any other person.
7. I hereby waive, release and discharge any and all claims and legal actions for personal injury, wrongful death or property damage against the City, its officers, employees and/or agents, arising out of or in connection with my or my child's voluntary use of the beach wheelchair.
8. I expressly agree that this waiver, release and discharge of liability applies even if the City, its officers, employees, and/or agents are negligent or otherwise at fault.
9. I also agree to protect, hold harmless, indemnify and defend the City, its officers, employees, and/or agents against any legal actions or other claims for damages arising from my use of the wheelchair, even if the City, its officers, employees and/or agents are negligent or otherwise at fault.

Furthermore, I warrant that I am executing this agreement voluntarily and that neither the City nor its agents have made any representations to induce or coerce me to sign this document. I agree that the terms and conditions of this document shall bind me, my heirs, assigns, legal representatives, executors and administrators.

SIGNATURE

PRINTED NAME

DATE



Check here if above is signing as parent or legal guardian for participant under the age of 18

MINOR PARTICIPANT'S PRINTED NAME

ADDRESS

CITY/STATE/ZIP CODE

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SUPPLEMENTAL PAGE (for beach use)

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Beach Location:	May we contact you about your rental experience? Circle one: Yes or No Phone Number:
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1. Valid photo identification required, i.e. state issued ID/Driver License, passport, military ID. ID must be left with authorized department personnel and/or representative during time of wheelchair checkout. ID will be returned at the time the beach wheelchair is checked back in.
2. City of Evanston reserves the right to revoke the privilege of beach wheelchair use if the beach wheelchair is misused.
3. For your safety, please review the manufacturers guidelines prior to use.
4. Individuals making reservations must be 18 years of age or older. Unfortunately, we cannot loan a wheelchair to a minor without a signed waiver by a parent or guardian. An adult 18+ needs to be present in order to borrow a wheelchair.
5. Users shall be responsible for transporting the wheelchair to and from the beach offices
6. Beach wheelchairs are intended to assist those with disabilities.
7. Observe uneven terrain to prevent tipping (i.e., slopes, inclines, angles, etc.)
8. No water activity. The wheelchair must not enter the lake. It is not a floatation device.
9. Users' personal property will be stored at their own risk; the City assumes no liability for care. Personal wheelchairs may be left at the Dempster Street Beach Office inside the breezeway (ticket window area) and on the outdoor lakeside patio (next to the lifeguard station) at the Clark Street Beach Office.
10. No modifications are to be made to the wheelchair
11. Users are strongly encouraged to properly wear and fasten the safety belt
12. Sun and heat may cause metal parts to become extremely hot – use caution
13. The anti-tip/parking brake mechanism is one of the most important safety features. This component doubles as a wheel brake and anti-tipping device. To prevent free-rolling and tipping, users must engage the parking brake when the wheelchair is stationary.
14. Users or their guardians/parents will be required to pay for any damages to the wheelchair
15. City of Evanston reserves the right to revoke the privilege of beach wheelchair use if the beach wheelchair is misused.

Initials of User OR Parent/Guardian : _____



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Parks & Recreation