RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In 2016, the WONDER LAKE MASTER PROPERTY OWNER'S ASSOCIATION (M.P.O.A.) IN WONDER LAKE, ILLINOIS will permit individuals with current M.P.O.A. Decals to operate and ride WATERCRAFT ("ACTIVITY") on Wonder Lake upon certain conditions.

IN CONSIDERATION of being permitted to enter for any purpose upon any PRIVATE LAND OWNED, OPERATED OR MANAGED BY THE WONDER LAKE MASTER PROPERTY OWNER'S ASSOCIATION ("M.P.O.A."), hereinafter referred to as "the Releasees," or any subdivision thereof, the officers, directors, employees, agents, or delegates of the M.P.O.A., any persons in any restricted area, owners and lessees of premises used to conduct the activity and each of them, their officers, directors, employees, agents, or delegates all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area, or otherwise, except that which is caused by natural or artificial conditions of the restricted area, the negligence of the releasees, or otherwise.

THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and

A. As part of receiving an M.P.O.A. decal, he has received and reviewed the Notice to Lake Users – 2016 Boating Season document provided by the M.P.O.A. Office, which identifies the approximate areas proposed for dredging of lakebed sediment; includes a depiction of potential sediment pipeline routes; and other lake safety related information; and

B. He fully acknowledges that operating watercraft in proximity to any element of the dredging project, or any other M.P.O.A. lake restoration project, can be hazardous; and

C. He is aware that dredging operations will be occurring at different locations of the lake in 2016, and that he is solely responsible for accessing and reviewing updated dredge project updates that the M.P.O.A. will be providing to lake users through the M.P.O.A. Office, or the M.P.O.A. website www.wlmboa.org; and

D. He is solely responsible for advising anyone operating their watercraft of the potential hazards to navigation associated with the dredging project; and

E. He has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the activity constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise an officer or employee of the M.P.O.A. of such and will leave the unsafe area; and

THE UNDERSIGNED FURTHER:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the activity participants, the M.P.O.A. or any subdivision thereof, the officers, directors, employees, agents, contractor, or delegates of the M.P.O.A., any persons in any restricted area, owners and lessees of premises used to conduct the activity and each of them, their officers, directors, employees, agents, or delegates all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by natural or artificial conditions of the restricted areas, the negligence of the releasees, or otherwise, except that which is the result of gross negligence and/or willful and wanton misconduct, while the undersigned is in or upon the restricted area for any reason, and/or in any way engaging in the activity or observing the activity;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area for any reason and/or in any way engaging in the activity or observing the activity, whether caused by the natural or artificial conditions of the restricted area, the negligence of the releasees, or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the natural or artificial conditions of the restricted area, the negligence of the releasees, or otherwise while in or upon the restricted area for any reason and/or in any way engaging in the activity or observing the activity.
EACH OF THE UNDERSIGNED expressly acknowledges and agrees that riding or operating a WATERCRAFT and related activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

I UNDERSTAND THAT RIDING AND OPERATING A WATERCRAFT ON WONDER LAKE AND RELATED ACTIVITIES ARE INHERENTLY DANGEROUS AND FULLY REALIZE THE DANGERS OF THESE ACTIVITIES OR THE DANGERS OF OTHERWISE BEING PRESENT ON A LAKE.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Date: __________________________
Signature

Print Name

M.P.O.A. Decal Number(s)

PROPERTY OWNER MUST SIGN AND COMPLETE. MUST HAVE NOTARIZED PRIOR TO DECAL BEING ISSUED. NOTARY SERVICE WILL BE PROVIDED BY M.P.O.A. OFFICE. BOTH FORMS IN THE MAILING MUST BE SIGNED AND COMPLETED BY THE HOME OWNER. FAILURE TO NOTARIZE AND HAVE FORMS SIGNED WILL RESULT IN DECAL NOT BEING ISSUED.

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

(Notary Signature) Stamp Notary Seal Above