

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (REVISED 02/07/2025)**

In 2026 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.") (herein defined as including but not limited to the lake, lakeshore, and through-ways, either by land or by water, paths, roads, streets, fields, or other property reserved and intended for use by M.P.O.A. property owners or open to the general public, all walkways, and any other areas appurtenant to any area where the activity takes place) (the "RESTRICTED AREA"), or being permitted to ride or operate a WATERCRAFT or other vehicle, observe, or for any purpose participate in the activity in any way, THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that:

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.

**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 VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE PROVISIONS.

**Wonder Lake Master Property Owner's Association Acknowledgment Form**

As part of applying for / receiving my 2026 M.P.O.A. Boat Decal(s), I acknowledge that:

1. I have received, read, and understood the Wonder Lake **M.P.O.A. Notice to Lake Users 2026 Boating Season, In-Lake Equipment and Vehicle Regulations, and Regulations and Safety Recommendations**); and
2. The Notice describes the general safety conditions I must observe, including hazards to navigation, restricted areas, and other considerations; and
3. I have received and executed the **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, which will be kept on file at the M.P.O.A. office.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name