

2021 Equipment Rental & Wristband Usage Agreement

Welcome to Harbour Village Campground & Water Park!

For insurance purposes, we require this Equipment Rental and Wristband Usage Agreement be completed prior to the use of our facilities and amenities. Please complete the following information and sign acknowledging you have read and understand the following rules:

- I understand that wristbands must be worn the entire time that I am using the equipment or facility.
- If I intend to rent equipment, I will leave my ID with rental staff. I will receive my ID back if the rented equipment is returned in the condition it was rented in.
- For Bike & Equipment Rentals, I understand and agree to the following rules:
 1. The flag must be on the pedal bike the entire time I am in possession of it.
 2. I will not leave the bike at my campsite, the playground, the volleyball court, swimming oasis, rental unit, or any other location unattended, other than the respective parking areas near the camp store and pool.
 3. The pedal bikes are NOT BUMPER CARS...if I hit or bump into another bike, golf cart, or any other object, I will be held responsible for all damages or injuries that may incur.
 4. If the bike is found unattended, it will be confiscated, resulting in forfeiting my ability to rent any equipment for the rest of the day.
- I understand that if an incident occurs which causes damage to the rental equipment, a person, an object, or personal or campground property, I am responsible for all damages and expenses related to the incident and will also lose privilege of using the equipment.

First & Last Name(s) of Customers Receiving Wristbands:

1. _____ 2. _____

3. _____ 4. _____

5. _____ Extra Guest. _____

Extra Guest. _____ Extra Guest. _____

Name of Guardian or Responsible Party (print): _____

Signature of Guardian or Responsible Party: _____

Site or UDI Number: _____

Please Check One: Public Overnight Condo UDI UDI Seasonal Public Seasonal

License Plate Number(s): _____

Date: _____

****This form must be filled out in its entirety to receive wristbands for usage of Harbour Village amenities**



Voluntary Release, Acknowledgement, and Acceptance of Risks by Participants

(Please read carefully)

In order to participate in the activities at Harbour Village Campground & Water Park, I agree to hold harmless the Campground and any officials, property owners, employees, other campers, advertisers, and promoters. I waive any right to make claims or lawsuits against them. I acknowledge that the activities in which I am or my party is about to participate are not essential services provided by Harbour Village.

I understand and acknowledge that there are certain risks involved with the activities in which I or my party are about to voluntarily participate. I understand that these risks, known or unknown, anticipated, or unanticipated, may result in injury, death, illness, disease, or damage to myself, my child, others, or property may arise from participation in these activities.

My, or my parties, participation in these activities is voluntary and no one is forcing us to participate, despite the risks. I understand the effect of the waiver and acceptance of risk on my legal rights.

I authorize Harbour Village to use photographs taken of me, and my party, for use in marketing, publications, and their website. I acknowledge that since my participation in said activities is voluntary, I will receive no financial compensation. I release Harbour Village, its contractors and its employees from liability for any claims by me or any third party in connection with my participation.

My signature indicates that I have read the above rules and this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms. This agreement shall be binding on behalf of my heirs, my assigns, my personal representatives, my estate, or myself.

Wisconsin State Statutes 895.525 (3) & (4) states...

(3) Appreciation of risk. A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware. In a negligence action for recovery of damages for death, personal injury, or property damage, conduct by a participant who accepts the risks under this subsection is contributory negligence, to which the comparative negligence provisions of s [895.045](#) shall apply.

(4) Responsibilities of participants. [895.525\(4\)](#)

(a) A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities is responsible to do all of the following:

[895.525\(4\)\(a\)](#)

1. Act within the limits of his or her ability. [895.525\(4\)\(a\)1.](#)
2. Heed all warnings regarding participation in the recreational activity. [895.525\(4\)\(a\)2.](#)
3. Maintain control of his or her person and the equipment, devices, or animals the person is using while participating in the recreational activity. [895.525\(4\)\(a\)3.](#)
4. Refrain from acting in any manner that may cause or contribute to the death or injury to himself or herself or to other persons while participating in the recreational activity. [895.525\(4\)\(a\)4.](#)

(b) A violation of this subsection constitutes negligence. [895.525\(4\)\(b\)](#) The comparative negligence provisions of s. [895.045](#) apply to negligence under this subsection.

Signature: _____ Date: _____

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