

This is a PDF version of the Quarry Lake Swim Permit.

This permit needs to be completed and submitted to the Racine County Public Works department BEFORE you swim outside of the designated swim area when lifeguards are NOT on duty at Quarry Lake.

When lifeguards are on duty, you may NOT swim outside the designated swim area.

You may print and complete three copies of this permit and bring them to Quarry Lake Park or use the triplicate permit form available at the park. Either way we need three copies of the permit. It is required that you keep a completed permit in your possession anytime you swim at the park. It is also required two copies should be left at the Quarry Lake Park repository or mailed to the Racine County Public Works office at: 14200 Washington Avenue, Sturtevant, WI 53177. (We keep one copy at our office and send one to the Sheriffs department)

If you have any questions please call us at 262-886-8440, Monday thru Friday 8 a.m. - 4:30 p.m.

RACINE COUNTY

DEPARTMENT OF PUBLIC WORKS LIMITED USE PERMIT

Name _____ Address _____ City/Town _____

Permit Issue Date _____ (Valid for 1 year) Phone _____ ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY
For and in consideration of mutual promises and/or their valuable consideration of the use of the lake at Quarry Lake Park, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that swimming at Quarry Lake during times when there is not a lifeguard on duty, involves risks such as, but not limited to, the following which might result from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF BODILY INJURY AND POSSIBLE DEATH.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE LAKE, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **PREREQUISITE SKILLS.** The undersigned acknowledges that he/she has the requisite skills and physical abilities to swim without any assistance whatever. **Items 1-3: _____ (Initials)**
4. **RELEASE.** The undersigned **RELEASES** the County of Racine, its officers, employees and agents and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
5. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the County of Racine, its officers, employees and agents (hereinafter jointly referred to as "indemnitee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else. **Items 5-6: _____ (Initials)**
7. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
8. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment. **Items 7-8: _____ (Initials)**
9. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily. **Item 9: _____ (Initials)**

Signature: _____ Date: _____ Department of Public Works Staff Initials: _____

EMERGENCY CONTACT INFORMATION: NAME _____

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____ **PHONE** _____