



Dane County Parks All-Terrain Wheelchair Use Agreement

In consideration for my use of the All-Terrain Wheelchair ("Chair") I agree as follows:

1. I hereby waive, discharge, and release, for myself, my heirs, executors and administrators, beneficiaries, and assigns any and all rights, claims, liabilities and causes of action whatsoever I may have against Dane County, its affiliates, operators, sponsors, officers, directors, employees and agents, (collectively, the "Parties") relating to or arising from my use or operation of the Chair, including but not limited to personal injury, disease, and even death.
2. I recognize that the use and operation of the Chair has inherent risks, and I hereby assume that risk. The risks include, but are not limited to, injury, disease, death, falls, terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, park goers, volunteers, spectators, staff, and Parties. I recognize that the Parties make no guarantees regarding these or any other risks. I recognize that liability may arise from negligence or carelessness on the part of the Parties, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault. I hereby assume all of the risks of using the Chair and waive, discharge, and release any and all rights, claims, liabilities and causes of action whatsoever I, my heirs, executors and administrators, beneficiaries, or assigns may have against the Parties. I further hereby release, discharge, waive, and agree to hold harmless the Parties from any liability, including, without limitation, any claims for injury, disease, property damage, or death which may occur while using the Chair.
3. I understand that it is my sole responsibility of the User to move and maneuver the Chair around the park and to return it in working condition. Park staff may not under any circumstance assist with transfers to or from the chair unless for the purpose of emergency retrieval. Users are encouraged to be accompanied by a companion who can assist with adjusting the chair or transfers to or from the chair.
4. I understand that the Chair may only be permitted on certain trails and portions of trails in the park and agree to remain within these allowed areas. I have received a map of these areas. I understand that I will be personally financially responsible for any and all damages to the Chair arising to negligence or the violation of any agreements in this document.
5. I understand and agree to the following user guidelines:
 - a. Only one person is allowed on the Chair at any time.
 - b. Seat belt is required.
 - c. Controls must be in the off position before sitting in the Chair and before getting out of the Chair.
 - d. Chair must be unoccupied during loading and unloading from vehicle or carrier.
 - e. Stair climbing or steep inclines that could cause the Chair to tip over are not permitted
 - f. Neglectful use is defined as using the Chair outside of designated areas or disobeying any other written and designated rules of the Park displayed in and around the park or provided in this document, other required forms and in the user guide, or displayed on Chair.
 - g. Chair must be used safely and responsibly at all times.



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6. I expressly agree that this consent is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby warrant and represent that I am 18 years old or older; I have carefully read this consent and agree to its terms and conditions; and that I am aware that by signing this consent, I assume all risks and waive and release certain substantial rights that I may have or possess against the Parties. To the extent permitted by applicable law, I hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding related to this agreement. Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in the state of Wisconsin, and I hereby irrevocably consent to the exclusive jurisdiction of such courts. I hereby understand that there may be a risk or danger inherent in riding or operating the Chair. I acknowledge that I have read this entire document and have been given instructions on the proper operation of the Chair and have read the User Guide. I agree to operate the chair in accordance with all instructions. I hereby voluntarily release and hold harmless Dane County and their employees and agents, from any and all liability, including liability for personal injury or property damage, arising from or related to the use and operation of the Chair. I agree to pay for any and all damages which may arise from negligent use of the Chair. I have read and agreed with the above.