



**City of Manitowoc
ATV/UTV Use WAIVER AND INDEMNITY**



**PLEASE READ CAREFULLY
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

Before signing, read this entire document carefully. If you sign this waiver and indemnity agreement and an incident occurs resulting in injury or loss of property, then you will be giving up legal rights that you might otherwise have. If you do not understand anything in this document, or if you object to any provision contained in this document, you should not sign this document as it is drafted, but rather seek advice from your legal counsel. Requests for modifications may be directed to the city attorney's office at (920) 686-6990 during normal business hours.

This WAIVER AND INDEMNITY AGREEMENT is executed this __ day of _____, 20__, by _____ (the "undersigned") in favor of the City of Manitowoc and its elected officials, officers, employees, and agents (collectively "City").

1. To the extent permitted by Wisconsin law, the undersigned freely, voluntarily, and without duress shall release, indemnify, hold harmless and forever discharge the City against any and all claims of bodily injury, property damage, liability or other demands, either in law or in equity, which arise or may hereafter arise from the **undersigned's use and operation of an ATV or UTV at _____ Park.**
2. The undersigned understands that this Waiver and Indemnity Agreement discharges the City from any liability or claim that the undersigned may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Undersigned's activities with the CITY, whether caused by the undersigned or by the negligence of the City or its officers, directors, employees, agents, or otherwise. However, the City and the undersigned understand that City is not released from liability for harm incurred by the undersigned which results from the City's intentional or reckless conduct.
3. The undersigned understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the undersigned.
4. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the above-noted activity and releases the City from any and all liability for injury, illness, death, or property damage resulting from the activity and caused by the undersigned or by the negligence of the City.

Construction of Waiver and Release and Severability

The undersigned expressly agrees that this document is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this document shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The undersigned agrees that in the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to be enforceable.

I have read this Waiver and Indemnity Agreement thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

Full Name:

(print name legibly)

First Name

Middle

Last

Address:

Street Address

City

State

Zip

Phone

Email

Signature & Date

Signature

Date