



**SCUBA DIVING PERMIT
and RELEASE AND INDEMNITY AGREEMENT**
Effective through December 31 of year listed below

IN CONSIDERATION of Waukesha County (which, in this document, includes the County, all of its employees, and all of its boards, commissions, department and employees and members thereof) permitting me to scuba dive in the designated area of the Lake in Menomonee Park, located at W220 N7884 Townline Road, Menomonee Falls, WI and the Lake in Fox Brook Park, located at 2925 North Barker Road, Brookfield, WI for the purpose of scuba diving, I hereby:

1. Verify that I am a certified scuba diver instructor, a certified scuba diver, or a student under the supervision of a certified scuba diver instructor who is accompanying me, as indicated below:

- Certified Scuba Diver Instructor – Certification # _____
- Certified Scuba Diver – Certification # _____
- Student – My Instructor’s Certification # _____

2. Agree to the following conditions while participating in Scuba Diving activities:

- Display a copy of this permit in your vehicle on the left driver’s side dash while participating in the scuba diving activity.
- Provide a copy of this permit if requested by Park System staff.
- Access the lake from the designated scuba diving access area.
- Agree to suspend scuba diving in the event of severe weather (eg. thunder, lightning) and not re-enter the water until at least 30 minutes after the most recent thunder sound or lightning strike.
- Agree that Park System Staff may revoke my permit at any time if conditions are violated.

3. Release and discharge Waukesha County from any and all liability to me, my heirs and assigns, for any and all loss, injury, or damage, from whatever cause, which I may suffer or sustain to my person or property and which is in any way related to my use of Menomonee Park and Fox Brook Park pursuant to this permit. I understand that the purpose and intent of this release and discharge is to prevent me, my heirs and assigns, from recovering any money from Waukesha County where such loss, injury or damage resulted from or was caused by any cause other than the gross negligence or willful misconduct of Waukesha County, including but not limited to those caused by others within the park, maintenance of the Lakes and other property and conditions within the park, warnings, hazards, dangers and rescue attempts.

4. Will hold harmless, indemnify and defend Waukesha County from and against any loss, damage, cost and expense, including attorney fees, that Waukesha County may suffer or incur due to any claims, demands, legal proceedings or judgments against it, brought by or on behalf of anyone, including but not limited to relatives of mine or other third-parties, as the result, in whole or in part, of any act or failure to act by Waukesha County, including but not limited to such as described in the preceding paragraph, arising from or in any way related to my scuba diving activities in within Menomonee Park and Fox Brook Park. I understand that the purpose and intent of this paragraph in to require that if third-party seeks money from Waukesha County and that recovery is in any way related to my scuba diving activities within Menomonee Park and Fox Brook Park, then I will pay any monetary loss, cost or expense Waukesha County incurs or is held liable for.

5. Waukesha County and I intend and agree that this Release and Indemnity Agreement be as broad and inclusive as possible in order to afford complete protection, from any type of loss, to Waukesha County, and that if any portion of this Agreement be found invalid, the remaining portions continue in full force and effect.

NAME PRINTED _____

SIGNATURE _____

ADDRESS _____

CITY _____ ZIP _____

DATE _____

We, the undersigned parent of _____
a minor age _____, do hereby consent to such minor
participating in such activity and agree to all conditions stated
above.

PARENT SIGNATURE

MINOR SIGNATURE _____

If permit is completed at the park, two copies should be signed and one retained by permittee