

## 2023 Boat Launching Permit

### REQUIRED DOCUMENTATION:

1. Driver's License or State ID
2. IDNR Registration

### ANNUAL PERMIT PRICES:

- Resident: \$95  
Nonresident: \$235  
2nd Vehicle (Additional Fee): \$15

### DAILY PERMIT PRICES:

- Only available during Beach Season*  
Resident: \$35  
Nonresident: \$50

Today's Date: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Vessel and Vehicle Description:

DNR REG./TRANSACTION #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
(MM/DD/YYYY)

VEHICLE LICENSE PLATE # (NOT TRAILER): \_\_\_\_\_

2ND VEHICLE LICENSE PLATE # (ADDITIONAL FEE): \_\_\_\_\_

### Boat Launching and Park Regulations

1. Keys and vessel decals are NOT TRANSFERABLE. Violator's permits will be terminated. Vehicle decal must be displayed when parking in the Boat Launch parking lot.
2. The Vessel Decal will be attached to front left side of bow on the boat/vessel.
3. The Vehicle Decal will be attached to the inside of the windshield of the tow vehicle(s).
4. The Daily Permit Hanger must be hung on the rear-view mirror of the tow vehicles.
5. Additional vehicles used for launching the boat must purchase & display an 2nd Vehicle Decal.
6. Failure to display stickers in accordance with the rules will result in a citation.
7. Any Park District citations written are the responsibility of the Permit Holder.
8. Citations must be paid within 30 days of issuance.
9. Boats will not be moored or parked on or off park property except while waiting to launch or retrieve.
10. No Swimming, No Open Fires, No Fishing, No Picnicking allowed at the Boat Launch area/park.
11. The Pier is to be used for Boat Launching purposes ONLY.
12. Use gravel lot across from 1016 Diamond Lake Road (MPRD Beach) for additional overflow parking.
13. No Parking is allowed at local area restaurants, or businesses on Diamond Lake Road.
14. Permit holder is responsible for unlocking and locking the Boat Launch gate during boat launching. At no time should the gate be left open during launching or retrieval of your vessel. Gate must be closed immediately after accessing the launch or leaving the launch area.
15. All boats launched at this site must be registered & equipped in accordance with IDNR State Boating Laws.
16. Permit holder received a copy of the *Waters of Diamond Lake ~ Rules, Regulations & Ordinances*.

# Boating Launch Permit, Terms and Conditions, and Waiver and Release of All Claims and Assumption of Risk

The above signed boat owner (hereafter "Owner") hereby makes application for a permit to launch the boat described on the Boat Launching Permit Application. In consideration for this permit, Owner agrees to comply with the below terms and conditions, as well as all applicable local, state and federal rules, regulations and laws governing the use of the facility.

## Permit Terms and Conditions

### I. NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY PARK DISTRICT

Owner is launching the boat at Owner's own risk and understands and agrees that by permitting Owner to launch the boat on the Mundelein Park & Recreation District (hereafter "MPRD") Property, the MPRD is not assuming the care, custody or control of the boat. Further, this agreement does not establish, create, or impose joint ownership, care, custody, or control of the boat or any other personal property of the boat owner.

### II. USE OF PARK DISTRICT PROPERTY BY OWNER

Owner is hereby authorized to have access to and use of MPRD property for the launching of the boat; provided, however, that this use is subject to change at any time should the MPRD determine it needs the Property for its own uses or for any other reason deemed appropriate in the sole discretion of the MPRD.

### III. INSURANCE AND INDEMNIFICATION

Owner shall at its own expense obtain and maintain during the term of this agreement, marine/property coverage insuring the boat against loss or damage to the boat by reason of fire, theft, vandalism, collision or other casualty, in an not less than the actual cash value of the boat with respect to total loss or damage to the boat.

The insurer for the Owner shall agree to waive all rights of subrogation against the MPRD, its officers, officials, employees, volunteers and agents for losses arising from this Agreement.

Further, and to the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless the MPRD, its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which MPRD and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this agreement.

### IV. SECURITY AND SUPERVISION

Owner is solely responsible for all supervision of the boat and any other personal property brought onto MPRD property and/or stored on the boat, and for taking whatever security measures may be warranted for the safety, security, and protection of the boat and any other personal property brought onto MPRD property and/or stored on the boat. The MPRD shall not be responsible for safeguarding Owner's boat or other personal property of Owner.

### V. WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Owner expressly assumes the risk and legal liability and waives and releases all claims for damages or loss which Owner might sustain as a result of any and all activities connected with and associated with this Agreement (including any and all damage to or loss of any launched property/boat).

Owner acknowledges that there are certain risks of damage to its property/boat and Owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Owner may incur as a result of this Agreement and specifically, launching Owner's boat or other personal property on MPRD property. Owner further agrees to waive and relinquish all claims Owner may have (or accrue to Owner) as a result of this Agreement and launching of Owner's boat/property on MPRD property against the MPRD, including its officials, agents, volunteers and employees.

### VI. NO ASSUMPTION OF LIABILITY

Owner further recognizes and agrees that the Mundelein Parks & Recreation District, its employees and Commissioners assume no liability for any personal injury to any person using the boating area whether such occurs on the beach or in the water of Diamond Lake and the same are not responsible for any damage to or loss of any personal property.

### VII. AUTHORIZED USERS

This permit is issued for the exclusive use of Owner, including the below identified authorized users living in Owner's household; and only authorizes launching of the boat identified in the Permit Application and for no other watercraft.

### VIII. ABANDONMENT OF PROPERTY

Owner's boat and any other personal property launched on MPRD premises shall be deemed abandoned from the date of the termination or cancellation of this permit. MPRD is relieved of all liabilities for any abandoned property. If Owner abandons the boat/property or is dispossessed thereof by process of law, or otherwise, title to any boat/personal property belonging to Owner and left on the premises shall be deemed to have been transferred to the MPRD. MPRD shall have the right to remove and dispose of such boat/property without liability therefore to Owner or to any person claiming under Owner, and shall have no need to account therefore. MPRD may retain the boat/property as its property or may dispose of the boat/property through sale, donation or in such other manner as the MPRD, in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of the MPRD.

### IX. ASSIGNMENT AND TRANSFER

This agreement and permit is non-transferable and may not be assigned to any other party without the express written approval of the MPRD.

### X. MISCELLANEOUS

Owner further agrees that in the event of his/her failure to abide by the Rules and Regulations on his/her part or of any person occupying or authorized to use his/her boat, that this permit is subject to immediate suspension and/or revocation at the sole discretion of the Mundelein Parks & Recreation District.

### CREDIT CARD PAYMENT INFORMATION

Please charge to: MC Visa DC AMEX

Card # \_\_\_\_\_ exp. \_\_ / \_\_ security code on back \_\_ \_\_

Name on card \_\_\_\_\_ Amount \_\_\_\_\_

Signature \_\_\_\_\_

## Watercraft Safety Rules – 2023

1. Regulation Orange Flags **must** be flown when towing tubers, skiers, or wakeboarders. MPRD provides loaner flags. Please contact the Boat Ranger for a flag.
2. No person born on or after January 1, 1998, unless exempted by subsection (i), shall operate a motorboat with over 10 horsepower unless that person has a valid Illinois Safe-Boating Certificate issued by the Department of Natural Resources or an entity or organization recognized and approved by the Department. Please check IDNR website for more details.
3. No alcohol permitted on Diamond Lake. No alcohol or drug impaired boating.
4. All operators will follow the direction and assistance from the Mundelein Park and Recreational District Boat Rangers.
5. All boat occupants must have a Personal Flotation Device (PFD). Boat refers to any and all vessels operating on the lake.
6. Children under 12 years old **MUST** wear a life vest at all times.
7. No wake or skiing before 7:00 am or near the shoreline, piers, and swimming areas. No wake or skiing half hour after sunset daily.
8. Observe No-Wake, Low-Wake, and Shallow zones to prevent sediment mixing.
9. Your boat/vessel must be at least 100 feet from the nearest boat/vessel at all times, while underway (moving).
10. Non-motorized boats always have the Right-of-Way.
11. If towing, you must have at least 2 people in the boat, one operator and one observing the person being towed. Vessels towing must be authorized for that purpose and have the proper occupancy rating.
12. Motorized boats must travel counterclockwise around the circumference of the lake and not near the shoreline, piers, or swimming areas.
13. No littering or polluting of the lake. Please pick up any trash you find. Keep roadsides clean of garbage or debris that can flow into the lake or storm drains.
14. Respect your fellow boater.
15. Provide help, if needed. Use common sense and follow all IDNR State Boating Laws.

I hereby certify that the above information is correct to the best of my knowledge, and that I have read and understand the above stated Mundelein Park & Recreation District's regulations, the Watercraft Safety Rules, the Boat Launching Permit, Terms and Conditions, and Waiver and Release of All Claims and Assumption of Risk. I also understand I am responsible for reading and following the ordinances governing the park and waters of Diamond Lake, as found in the Waters of Diamond Lake Packet.

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Date

## For Office Use Only

Permit # \_\_\_\_\_ (3 digits)

MC  Visa  Disc  AMEX (Auth# \_\_\_\_\_)

Cash  Check (# \_\_\_\_\_)

Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

Daily Permit Hanger #: \_\_\_\_\_

Daily Permit Hanger Returned (initial): \_\_\_\_\_

Annual Permit Fee: \$ \_\_\_\_\_

2nd Vehicle Sticker: \$ \_\_\_\_\_

Daily Permit Fee: \$ \_\_\_\_\_

Total Fee: \$ \_\_\_\_\_