

**WAIVER/LIABILITY - MUST BE SIGNED BEFORE TRACK CHAIR IS TAKEN OUT (Update 7/16/21)**

**Waiver/Liability – Track Chair Program – Friends of Sleeping Bear Dunes - Reservation Number:** \_\_\_\_\_

**Identification: PLEASE PRINT**

\_\_\_\_\_  
First Name (User) Last Name (User) Date of Birth

Parent/Guardian if Minor (Under 18) \_\_\_\_\_

\_\_\_\_\_  
Address (User or Parent/Guardian) Street Address, City, State, Zip Code

\_\_\_\_\_  
Email Phone

**HOLD HARMLESS:** The User/Parent/Guardian agrees to hold Friends of Sleeping Bear Dunes, Sleeping Bear Dunes National Lakeshore and the Track Chair Program Hosts harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney fees, brought as a result of their involvement and the involvement of those accompanying them with the Track Chair. The User/Parent/Guardian will reimburse Friends of Sleeping Bear Dunes, Sleeping Bear Dunes National Lakeshore, and Track Chair Program Hosts for any expenses for damages incurred, including injuries to User or those accompanying the User, bystanders, and/or damage to the Track Chair. User/Parent/Guardian agrees to indemnify and hold Friends of Sleeping Bear Dunes, Sleeping Bear Dunes National Lakeshore, and Track Chair Program Hosts harmless from any claim for liability for loss and/or injury to any persons or property, including all Users of the Track Chair, by reason of accident involving the Track Chair during the use period or as a result of operation of the equipment in violation of any law or ordinance.

**SEVERABILITY:** The User/Parent/Guardian agrees that this waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the State of Michigan and that if any portion of this agreement and assumption of risk agreement is invalid, it is agreed that the balance shall, notwithstanding, continue in full and legal force and effect.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I, the User and/or Parent/Guardian have read this waiver of liability, assumption of risk, and designated use agreement and fully understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**ACKNOWLEDGEMENT OF INSTRUCTION:** I, the User and/or Parent/Guardian have read/reviewed the instructions provided.

**Signature/Waiver Of Liability**

Name of User (Please Print): \_\_\_\_\_

Name of Parent/Guardian (Please Print): \_\_\_\_\_

Signature of User/Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Track Chair Host(s)(Print): \_\_\_\_\_

Signature(s) of Track Chair Host(s): \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT! PHOTOS: THE USER AND ALL WHO ACCOMPANY THE USER agree that photos taken while on the hike may be used by Friends of Sleeping Bear Dunes and Sleeping Bear Dunes National Lakeshore on websites, social media, and printed materials. ALL IN GROUP MUST INITIAL AND SIGN – USE BACK IF MORE INITIALS AND SIGNATURES ARE NEEDED.**

INITIALS \_\_\_\_\_ Yes \_\_\_\_\_ No / Signature of User/Parent Guardian \_\_\_\_\_

INITIALS \_\_\_\_\_ Yes \_\_\_\_\_ No / Signature(s) of Guest(s) accompanying User \_\_\_\_\_

INITIALS \_\_\_\_\_ Yes \_\_\_\_\_ No / Signature(s) of Guest(s) accompanying User \_\_\_\_\_

**Instruction and Waiver – Track Chair Program – Friends of Sleeping Bear Dune**  
**PRIOR TO TRACK CHAIR USE THIS DOCUMENT IS TO BE REVIEWED IN ENTIRETY BY THE USER AND TRACK CHAIR HOST**

The Track Chair Program requires users and companions to undergo instruction by the assigned Track Chair Host before the chair may be taken on a trail. Only the User designated in a signed waiver may be in the chair. No one other than the DESIGNATED USER may be on the chair or on the lap of the User. A waiver must be completed before the Track Chair may be taken.

**THE TRACK CHAIR MUST BE IN OFF POSITION WHEN GETTING INTO OR OUT OF THE CHAIR AND FOR TRANSFERS**

**INSTRUCTION AND WAIVERS**

Friends of Sleeping Bear Dunes provides the Track Chair Program to provide Sleeping Bear Dunes visitors with mobility assistance so that they may experience specified locations in the National Lakeshore. It is the Program’s goal to make the Track Chair User’s experience enjoyable and safe. However, there are risks when exploring the outdoors and when using a Track Chair. This waiver and liability release has a goal of providing the user with what is expected when they are using the Track Chair as well as releasing Sleeping Bear Dunes National Lakeshore, Friends of Sleeping Bear Dunes, and the Track Chair Program Host from liability.

**USERS UNDER 18 MUST BE ACCOMPANIED BY PARENT OR GUARDIAN**

**KNOWLEDGE OF RISK:** The User or Parent/Guardian of minor acknowledges that the activities for which the Track Chair is designated involves risks. These risks include, but are not limited to, injury/death of the user, injury/death to those accompanying the user, injury/death to others. The User or Parent/Guardian of a minor accepts all risks associated with the use of the Track Chair.

**SAFE AND CONSIDERATE USE:** The User acknowledges that he or she and any minor listed, will be the ONLY operator of the Track Chair. The User will remain in control of the Track Chair. Parent/Guardian will ensure that a minor or other person for whom they are responsible for will maintain control of the Track Chair. The User will operate the Track Chair in a safe manner, using care for themselves and others. They will observe all trail and Sleeping Bear Dunes National Lakeshore rules and regulations. The User and/or Parent/Guardian will be responsible at all times for the safety of themselves and others. The User will wear seatbelts (and harnesses if necessary) while operating the chair. The Track Chair will be in OFF position while getting into or out from and for transfers. The User must maintain visual contact with the Track Chair Host while using the chair.

**DESIGNATED TRAIL USE:** The User agrees that they will remain only on the designated trail. The User will not operate the Track Chair off the trail. Accompanying pets will remain on a leash and under control of a companion. Service Dogs will remain on a leash and used as deemed appropriate by the owner.

**CONDITION OF EQUIPMENT:** The User will be given the opportunity to inspect the Track Chair noting any existing damage in writing before taking the Track Chair out on a trail. The User will return the Track Chair free of garbage and debris, in the same condition as it was in when given to the User, excepting ordinary wear and tear, and complete and sign the return form.

**DAMAGES:** The User agrees to promptly pay for any damage caused to the Track Chair during the use period beyond ordinary wear and tear and to return the Track Chair in working order. The User agrees to notify the Track Chair Program Host immediately of any accident involving the Track Chair. The User agrees to reimburse Friends of Sleeping Bear Dunes for the cost of all damages resulting from an accident or theft.

**PREPARATION:** The User should have personal items to ensure comfort and safety. It is recommended the following items be included: necessary medications and medical equipment, adequate water, clothing for changing weather conditions, cell phone, phone number of Track Chair Program Host, sunscreen, insect repellent, hat, snacks, seat cushion.

**ADDITIONAL PHOTO INITIALS/SIGNATURES (use blank sheet if have more)**

INITIALS \_\_\_\_\_ Yes \_\_\_\_\_ No / Signature(s) of Guest(s) accompanying User \_\_\_\_\_

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