

**RELEASE, INDEMNIFICATION
AND ASSUMPTION OF LIABILITY**

(Revised January 2017)

The undersigned hereby releases the FOX WATERWAY AGENCY, its employees, officials, agents and assigns (herein after collectively, "the FWA") from any and all liability arising out of the placement of buoys by the undersigned, and the FWA's issuance of a Buoy Placement Permit.

The undersigned agrees to defend, indemnify and hold harmless the FWA from any and all liability, claims and demands, suits, actions, law suits, damages, recoveries, judgments, fines, and attorney's fees or expenses in any manner arising out of or connection with buoys placed by the undersigned in the Chain of Lakes/Fox River Waterway ("Waterway").

The undersigned does hereby represent that he/she is the owner(s) of the property described on the Buoy Placement Application and assumes full liability and does fully understand that he/she is solely responsible for complying with all of the ordinances, rules and regulations promulgated by the FWA, including but not limited to its Property Owner Buoy Placement Conditions and Rules.

The undersigned does hereby acknowledge by his/her signature(s) that he/she has reviewed and understand the Property Owner Buoy Placement Conditions and Rules, as well as all other applicable ordinances, rules, regulations and policies effecting the placing of buoys in the Waterway, and understand that he/she is bound by and must comply with all future ordinances, rules, regulations and policies as they may be promulgated, amended or modified by the FWA.

Read and Acknowledged

Signature

Date