



Winter Storage Terms and Conditions⁴

Due to the high demand and limited spots available for winter storage space in Marathon Park, the department will process winter storage requests through a lottery system starting in the year 2021. In this lottery system, individuals who wish to store any item for the upcoming winter with us should enroll in the lottery. The lottery will open annually in July and will remain open until mid-August. Individuals can enroll in the lottery by signing up online via the department's online recreation software website or by contacting the parks office during the enrollment period. Separate lottery sign ups will exist for both shorter height storage spaces and taller height storage spaces.

After the mid-August lottery registration deadline has past, the department will use the lottery enrollment list to generate a random order in which we will offer up spaces to those interested customers. The department will continue to work its way through the randomized list until all storage space is spoken for. It is the department's goal to have all storage space available booked before September 1st annually so that we can notify the individuals who were not selected through the lottery, allowing them time to make other storage arrangements.

Department staff will contact individuals via phone to inform them that it is their turn in the storage lottery. They will have 48 hours to respond and confirm that they are still looking for storage and provide us their storage details. If they do not respond within 48 hours, department staff will move on to the next individual on this. This process will continue until all space is booked. Failure to return a phone call before all space is booked will result in your loss of storage opportunity.

If in the event extra spaces exists after all lottery participants have booked their desired space, the remaining spots will be open to the general public on a first come first serve basis by contacting the park office.

The below are rules in place when items are being stored.

1. All flammable substances must be removed from storage unit. Fuel Tanks, (outboard, automobile, L.P., etc.) must be empty and gas lines (motor, trailer) flushed.
2. Foods, all substances liable to damage by freezing, currency and valuables must be removed.
3. Marathon County and the Marathon County Park Commission do not insure private storage items. The owner of the storage item or items assumes all responsibility for damage to or loss of stored property due to conditions beyond the control of Marathon County.
4. All stored items must be claimed on or before May 1 of the year following storage entry. A substantial penalty will be charged for each day the items remain stored after May 1.
5. Rental fees must be paid, in cash or check only, at the time the unit is claimed. When paying with cash at the time of pickup, exact payment must be provided as change is not available. Credit Card payments may be accepted in advance by the Park Office.
6. Pickup of stored items begins in March and runs through April is done by appointment only. Please call the Park Office (Phone Number: 715-261-1550) in advance to select a claim date.

Assumption of Risk/Responsibility

As lawful consideration for being permitted to participate in the activity, use a facility or participate in a program described herein, the user hereby agrees on behalf of themselves, or any other participant described herein as well as guests, agents, invitees or others present (if applicable), to assume the risk and accept responsibility for

any personal injury, including death, and damage to property they might incur as the result of the activity, facility use or program described in this agreement.

I agree to abide by all rules and regulations formulated by the Wausau/Marathon County Parks Recreation and Forestry Department for the use of buildings and facilities.

Standard Release/Indemnification/Duty to Defend/Hold Harmless

The user hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, Marathon County and the Wausau/Marathon County Parks Recreation and Forestry Department , their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, arising from the activity, facility use or program described in this agreement.

City of Wausau, Marathon County Wausau/Marathon County Parks Recreation and Forestry Department does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Survival

All express representations, indemnifications and limitations of liability included in this agreement will survive its completion or termination for any reason.

Revocation

The Wausau & Marathon County Parks, Recreation & Forestry Department reserves the right to revoke this permit at any time, for any reason, if it is deemed by the Wausau & Marathon County Parks, Recreation & Forestry Department to be necessary to protect safety, life and property, or to be in the best interest of the City of Wausau and/or Marathon County.