

# KIDS DON'T FLOAT!

*Kids Don't Float* (KDF) is a statewide drowning prevention program that was developed to address Wisconsin's leading cause of boating-related deaths. In a collaborative effort between several state and federal agencies, organizations and local sponsors, *Kids Don't Float* provides life jackets that can be borrowed at no cost and returned after use. *Kids Don't Float* stations are set up on boat landings around the state and are stocked with a variety of youth and adult size personal flotation devices or life jackets. A boat operator who forgets to bring enough life jackets for all of his or her passengers, can borrow what is needed and then return to the station once their voyage is complete.

## Wisconsin Personal Flotation Device Requirements

U.S. Coast Guard and Wisconsin State Law require that a boater carry one wearable Personal Flotation Device or life jacket for every passenger on board the boat, including the operator. In addition, boats sixteen feet and over are required to have a throwable type Personal Flotation Device, such as a Type IV cushion or ring buoy. The U. S. Coast Guard also requires that children 13 years of age and under, must wear their Personal Flotation Device when on Federal waterways such as the Great Lakes or Mississippi River. While it is not a requirement, the Wisconsin Department of Natural Resources strongly recommends that all boaters, and especially children, wear their personal flotation device whenever they are on the water.

## History

The *Kids Don't Float* program is currently in a trial stage in Wisconsin. Beginning around Memorial Day, 2012, several loaner board stations will be set up around the state. These loaner boards will be built and maintained by local civic groups, sport's clubs, lake associations, governmental agencies and private citizens interested in helping promote safe boating. The Wisconsin Department of Natural Resources provides the plans and materials to build the stations as well as a starter supply of life jackets or personal flotation devices.

The *Kids Don't Float* program is modeled after a very successful program in Alaska. Alaska's program began in Homer, Alaska, in early 1996. The public response was so positive that, in November of the same year, the Alaska Department of Health and Social Services Section of Community Health and EMS, the U.S. Coast Guard District 17 Recreational Boating Safety Program, and Alaska Safe Kids partnered on an expansion.

Currently Alaska has over 500 loaner board stations set up on boat landings around the state.

### **Become a Loaner Board Partner**

The Wisconsin Department of Natural Resources is looking for responsible groups, clubs, associations, agencies or individuals who are interested in promoting boating safety to sponsor a loaner board in their area. The partners will be responsible for construction and placement of the loaner board station as well as securing permission from the governing body or individual on whose property the station will be set up. The partners will also be responsible for periodically checking the life jackets and replacing if necessary. Additionally, the partners will be responsible for removing and storing the station at the end of the boating season. The Wisconsin Department of Natural Resources will provide the plans and materials for the loaner board station as well as a starter supply of loaner life jackets. For more information please contact Chuck Horn at [charles.horn@wisconsin.gov](mailto:charles.horn@wisconsin.gov).

# The Kids Don't Float Loaner Life Jacket Program



# Kids Don't Float

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# Kids Don't Float



**KIDS DON'T  
FLOAT**

Give Them Something That Does!  
Life Jacket Loaner Station



Sponsored by:



**Please Return Lifejackets  
To This Station When Finished With Them.**

**If You Could Also Hang Wet Jackets  
On The Hooks & Place Dry Jackets In The  
Box It Would Be Truly Appreciated.**

*Thank You*

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# Kids Don't Float

- A recent survey by the Sea Tow Foundation shows that there are currently over 2100 life jacket loaner stations, stocked with over 38,000 life jackets around the country. Most stations have between 10-15 life jackets available for boaters to utilize.

# KIDS DON'T FLOAT



Give Them Something That Does!  
Life Jacket Loaner Station

Sponsored by:



# KIDS DON'T FLOAT



Give Them Something That Does!  
Life Jacket Loaner Station

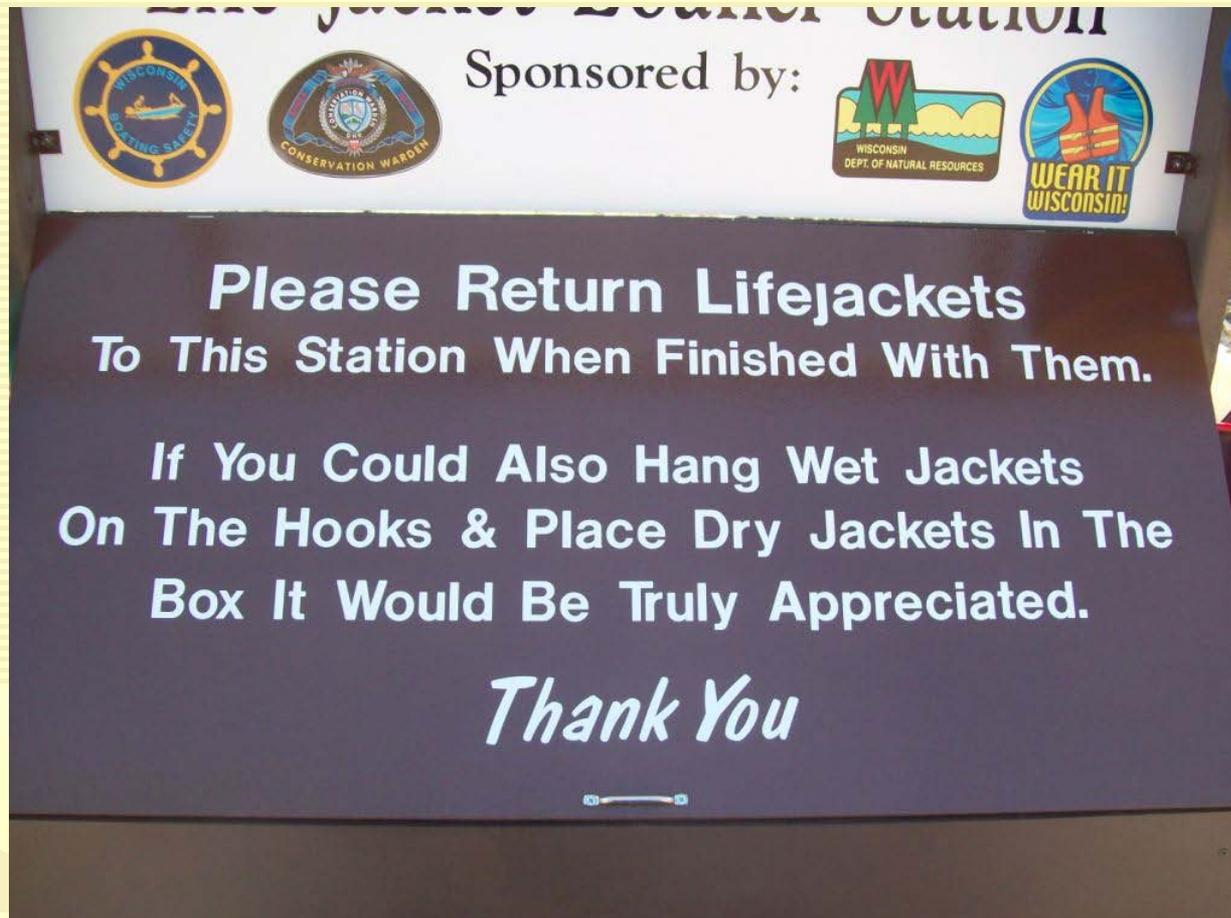


Sponsored by:



Please Return Lifejackets

# Instructions are given on the lid of the storage box



# Kids Don't Float

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# Kids Don't Float Potential Kiosk Locations

- Port Washington Boat Landing - Lake Michigan - Ozaukee County
- Lake Kegonsa State Park – Lake Kegonsa – Dane County
- Iron River -Pike Chain – Bayfield County
- Pewaukee Lake or Nagawicka Lake – Waukesha County
- Kenosha Harbor – Lake Michigan – Kenosha County
- Cassville Landing – Mississippi River –Grant County
- Russell Campground –Lake Arbutus – Clark County
- Fond du Lac Landing – Lake Winnebago – Fond du Lac County
- Brazeau area Lakes – Oconto County
- Lake Holcombe – Chippewa County
- Lake Nebegamon – Douglas County
- Hodag Boat Launch – Boom Lake – Vilas County
- Balsam Lake – Polk County

# Kids Don't Float Potential Kiosk Locations

- Others?????



## Photos of Life Jacket Loaner Board Station



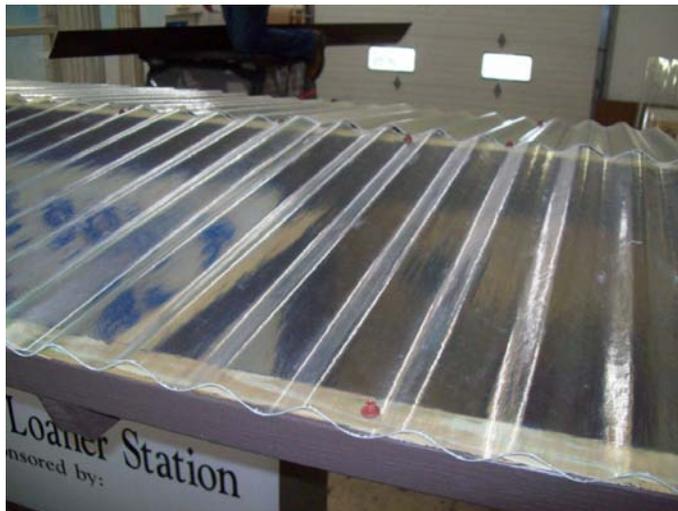
**Life Jacket Loaner Station front view.**



**Side view**



**Top View**



**Close-up of fiberglass roof**



**Close-up of box cover with graphics**



**View of inside of box**



**In place with life jackets**



**Close up of central sign**

# LIFE JACKET LOANER BOARD AGREEMENT

## AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND

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This agreement (Agreement) between the Department of Natural Resources (hereinafter referred to as the “DNR”), acting through the Secretary and \_\_\_\_\_, acting as a single entity or designee (hereafter referred to as the Loaner Board Partner “LBP”).

### WITNESSTH:

WHEREAS, it is the purpose of the DNR to promote safe boating practices and to reduce boating related fatalities; and

WHEREAS, the DNR desires to work with citizens and groups to create a safer boating environment: and

WHEREAS, the LBP has expressed a desire to assist the DNR in this endeavor,

NOW, THEREFOR, pursuant to policy and in consideration of the mutual, the benefits which will accrue to the DNR and the LBP, the parties agree as follows:

#### 1. AUTHORIZATION

The DNR authorizes LBP to build, maintain and supply a Personal Flotation Device Loaner Station at \_\_\_\_\_ Landing, located on \_\_\_\_\_, \_\_\_\_\_ County Wisconsin, for a period of one year, commencing on the day following ratification of this agreement. The Agreement shall automatically renew for an additional consecutive year period, unless reasonable notice of cancellation is given by either party before the date of renewal. The DNR or LBP reserve the right to terminate this Agreement or any part thereof, at any time upon 30 days written notice without the necessity of any legal process, after holding a meeting prior to the termination setting forth the reasons for termination.

An evident and distinct separation shall be maintained between the management and decision-making activities of LBP and those of the DNR. All steps shall be taken to avoid even an appearance that the DNR directs the management or decision-making process of LBP.

The management and operation of the LBP and the loaner board program is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code.

## 2. DNR RESPONSIBILITIES

The DNR shall provide the plans to construct the Personal Flotation Device Loaner Station.

The DNR will directly supply materials or reimburse the LBP for the cost of the materials used to construct the Loaner Station.

The DNR will have final approval of the location chosen by the LBP for the placement of the Loaner Board Station.

The DNR will provide a starter set of personal flotation devices to LBP. These personal flotation devices will be clearly identified as a component of the Loaner Board project. As funding allows, the DNR will provide replacement personal flotation devices as needed.

The DNR will provide regulations and other boating safety handouts as available for the loaner station.

The DNR will maintain ownership of the loaner station, life jacket and materials.

The DNR will provide signage recognizing the LBP as a partner in the loaner board project.

## 3. LOANER BOARD PARTNER (LBP) RESPONSIBILITY

The LBP shall limit its official activities to the support of the Loaner Board station.

The LBP shall secure written permission from the owner or governmental entity responsible for the boat landing before placing the loaner board station.

The LBP is responsible for the construction and placement of the Loaner Board station.

The LBP is responsible for stocking and maintaining the personal flotation devices at the Loaner Board station and for notifying the DNR of items missing and presumed lost or stolen.

The LBP is responsible for stocking and maintaining boating regulations and other boating safety literature as the DNR sees fit.

The LBP is responsible for monitoring usage of the Loaner Board Station as requested by the DNR.

The LBP is responsible for placing the Loaner Board Station at the boat landing prior to the Memorial Holiday weekend. \*Note high water or other natural or man-made conditions may preclude placement within this time frame. In this case it is the LBP's responsibility to notify the DNR of said conditions.

The LBP is responsible for removing and storing the loaner board station at the end of the boating season, but not before the Labor Day Holiday weekend. High water or other natural or man-made conditions may cause exception, in this case it is the LBP's responsibility to notify the DNR of said conditions.

#### 4. INDEMNIFICATION AND LIABILITY

The DNR shall be responsible for the consequences of its own acts, errors, or omissions and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions. The LBP recognizes and understands that it may be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. This clause applies only to actions of each party pursuant to this agreement, and does not apply to actions or events that occur outside the scope of this agreement.

#### 5. ASSIGNMENT

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the DNR Secretary or Secretary's authorized representative.

#### 6. APPROPRIATIONS

Nothing herein contained shall be construed as binding the DNR to expend any sum in excess of appropriations made by the Legislature, or administratively allocated, for the purpose of the Agreement, or to involve the DNR in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation.

7. MISCELLANEOUS

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the State of Wisconsin governing the DNR and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the DNR.

B. Both parties agree to keep this Agreement in force when signed by both Parties hereto until terminated by mutual agreement or at the option of either party upon three months notice given in writing upon any anniversary date thereof. DNR and LBP shall review the Agreement every three years and at such other times as may be required by either party on 30 days written notice.

C. DNR or LBP may terminate this Agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, it is determined that conditions still exist contrary to this Agreement.

This Agreement is effective between LBP and DNR with regard to, and only to, the following specified sites, which are collectively referred to throughout this Agreement as \_\_\_\_\_ landing, to wit:

(1) \_\_\_\_\_ Boat Landing.

IN WITNESS WHEREOF, the Loaner Boar Partner, has caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_(LBP)

By: \_\_\_\_\_

Attested: \_\_\_\_\_

Position: \_\_\_\_\_

IN WITNESS WHEREOF, the of Department of Natural Resources has caused this Agreement to be ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Department of Natural Resources

By: \_\_\_\_\_

For the Secretary