

## **LAKE LORMAN HOLD HARMLESS BOATERS AGREEMENT**

The undersigned hereby acknowledges receipt of the Lake Lorman Lake and Boating Rules and represents that he/she has reviewed the same and agrees to abide to the provisions thereof. This Agreement shall apply to all boats used or operated on Lake Lorman by the undersigned (including, but not limited to, all boats used or operated by family members and/or persons using or operating such boats with permission of the undersigned or family members), and all other boats owned or docked by the undersigned at Lake Lorman, whether registered hereunder or not (collectively "the Boat").

### **Assumption of Risk**

The undersigned acknowledges that operation of watercraft, including the Boat, on water bodies and areas in and around watercraft can pose a risk of damage, injury and death to both property and persons. The undersigned hereby assumes the risks arising out of the use and/or occupancy and/or operation of the Boat including, but not limited to, risks arising out of any claims of negligence or fault made by Lake Lorman Corporation (the "Corporation"), property owners, passengers, riders, occupants, participants, including but not limited to persons or pets on or using the Boat in any manner whatsoever (collectively "Claim").

### **Insurance Obligations**

In consideration of granting the Boat Registration, the undersigned agrees and is obligated to insure all registered Boats for liability under a policy or policies carrying limits of liability not less than \$300,000.00 ("the Boat Policy"). The undersigned also shall name the Corporation as an additional insured under the Boat Policy. In the event the undersigned's existing Boat insurer cannot or will not add the Corporation as an additional insured under the Boat Policy, the undersigned warrants and agrees to seek another insurer that will add the Corporation as an additional insured under the Boat Policy. Additionally, within 14 days from the date this Agreement is signed the undersigned agrees to provide the Corporation with a Certificate of Insurance or a copy of the Boat Policy endorsement(s) naming, or demonstrating that, the Corporation has been named as an additional insured under the Boat Policy.

### **Conditional Hold Harmless/Indemnification**

In consideration of granting the Boat Registration, if at the time any Claim might be or is made arising out of the use, condition, ownership or operation of the Boat and a) the undersigned's Boat Policy has been canceled or is not in full force and effect, or b) if the Corporation is not named as an additional insured under the Boat Policy, then to the fullest extent permitted by law the undersigned agrees to and shall defend, indemnify, and hold harmless the Corporation, its directors, officials, officers, employees, volunteers and agents, from any Claim including, but not limited to, all other claims, demands, causes of action, costs, expenses, liability, losses, attorneys' fees, expenses, judgments, and liability of any kind or nature, for loss, damage or injury of any kind or nature, in law or equity, to property or persons (including wrongful death), that in any

manner arises out of, pertains or is incident to the use, occupancy, operation, condition or ownership of the Boat, and any other watercraft owned, located and/or used on Lake Lorman by the undersigned. The undersigned's obligations under this provision shall include, but are not be limited to, the payment of all consequential damages, expert witness fees, attorneys' fees and other related costs and expenses incurred by the Corporation.

The undersigned further expressly agrees that the provisions of the foregoing paragraph are intended to be as broad and inclusive as permitted by the laws of the State of Mississippi, and that if any portion thereof is held invalid, it is agreed that the balance and remaining provisions shall continue in full force and effect.

Member's Name (Printed): \_\_\_\_\_

Member's signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Initiated 3/20/2021