

# CANYON LAKE

PROPERTY OWNERS ASSOCIATION

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## WATERCRAFT OPERATION, REGISTRATION, INDEMNIFICATION AND RELEASE AGREEMENT

The undersigned is a member of Canyon Lake Property Owners Association ("Association") and the registered owner of the watercraft to be operated within the confines of the Canyon Lake community.

1. I have read, understand and will abide by the rules regarding operation of a watercraft within the Association.
2. I understand that replacement decals for the below decals will only be replaced upon return of the damaged decals.
3. I understand that if I sell this watercraft or sell or transfer my Canyon Lake property, the decal must be returned to the Association before transfer/close of escrow.
4. I understand that I assume all liability for any devices being towed behind the vessel described herein.
5. I understand and agree that I and my family will maintain general liability insurance that covers my use of my watercraft on the lake at Canyon Lake. I also understand and agree that I will keep said insurance in force and effect while I have a watercraft sticker/decal to operate the watercraft on the lake.

I understand and agree that if I fail to do any one of the following, the Indemnity set forth in paragraph 6 shall apply:

- a. Keep and maintain a general liability insurance policy with limits of \$300,000 per occurrence, minimum, for the use and operation of my watercraft on the lake; or
- b. Pay all premiums when due for said insurance policy so as to not allow it to lapse or become void or voidable at any time while I have a watercraft decal and/or operate my watercraft on the lake; or
- c. Name Association as an Additional Named insured on said insurance policy.

In addition, in consideration of Association allowing me and/or my family to use the Lake and in consideration of the issuance of a watercraft decal, I, on behalf of myself, my family and our guests, agree to hold the Association harmless from any loss or damage that is caused to or by my watercraft while it is in the Association or on the lake. I agree that in no event will the Association be held responsible for any loss that I or my guests suffer as a result of my operation of my watercraft in the lake or my use of any automobile transporting my watercraft within the Association. This includes damage to both property and personal injury.

I agree that if my watercraft causes harm to another watercraft or another person, that I will be solely and completely responsible for said loss or harm so caused. I also agree that I will hold the Association, its employees, its members and its third party vendors harmless

for any loss or damage that I cause as a result of the operation or storage of my watercraft within the Association or on the lake.

6. I understand and agree that in the event that I fail to keep insurance as specified in paragraph 5 of this agreement, that I will be subject to the following indemnification obligation:

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### OFFICE USE ONLY

**Good Standing:** YES NO **Member Authorized:** YES NO **Staff:** \_\_\_\_\_

# CANYON LAKE

PROPERTY OWNERS ASSOCIATION

To the fullest extent permitted by law, Member shall defend, indemnify and hold Association, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including but not limited to wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, omissions or willful misconduct of any or all of Member, his/her family or guests or any other person or entity other than Association arising out of or in connection with any matter governed by this Agreement or arising out of or in connection to Member's, his/her family's or guests' exercise of its rights under this Agreement. Member's obligations under this Section shall include the payment of all consequential damages, expert witness fees, attorney fees and other related costs and expenses incurred by Association. Member's limit of liability for indemnification pursuant to this Agreement is \$300,000.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full force and effect. The undersigned has/have read this release and waiver of liability and indemnity clause and agree(s) that no oral representations, statements or inducement, apart from the agreement, have been made or will be honored unless expressly agreed upon by and in writing by the Association and the homeowner(s)/ resident(s).

7. I understand that **NO WAKE ENHANCING DEVICES** of any type will be allowed to be used on any boat operating on waters within the CLPOA jurisdiction. This includes any device installed by the boat manufacturer or owners. Any boat that appears to be producing an excessive wake will be subject to investigation by Marine Patrol. I agree that I will not use any wake enhancing devices should my watercraft possess one and understand that if observed by Marine Patrol to be using such devices, I will be subject to a citation and subsequent fine.

*I acknowledge that my watercraft does possess a wake enhancing device(s) and agree to not use it / them while operating on the lake. If found to be using any wake enhancing devices, I understand that I am subject to a citation and fine.*

*My watercraft **DOES NOT** possess a wake enhancing device(s).*

MEMBER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ T/L: \_\_\_\_\_

MAKE OF WATERCRAFT: \_\_\_\_\_ YEAR: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

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## OFFICE USE ONLY

Good Standing: YES NO Member Authorized: YES NO Staff: \_\_\_\_\_