



## MARINA RENTAL APPLICATION, ACKNOWLEDGEMENT OF RULES & LIABILITY WAIVER

JON BOAT#: \_\_\_\_\_ DATE: \_\_\_\_\_  
PADDLEBOARD: \_\_\_\_\_ TIME: \_\_\_\_\_  
KAYAK: Single \_\_\_\_\_ Double \_\_\_\_\_ LOT# \_\_\_\_\_  
PONTOON#: \_\_\_\_\_ CHARGE: \_\_\_\_\_

I, \_\_\_\_\_ agree to the following:  
(Print Applicant's Full Name Above)

### Initials

	I will confine all swimming activity to the Big Canoe designated swim area on map. The throttle on motorized watercraft must stay locked in neutral the entire time that swimmers are in the water. Failure to observe these rules will result in loss of future reservation privileges.
	I agree that all participants on board any watercraft are my responsibility, and I will ensure that they conduct themselves in a safe manner.
	<ul style="list-style-type: none"><li>• I agree to leave the pontoon boat in clean condition. All trash will be taken to the green bear-proof trash container. Applicants may be charged a \$100 cleaning fee if boat is not left in good, clean condition upon return of rental.</li><li>• Nothing may be towed from the pontoon boat and no other watercraft (e.g., kayaks, paddleboards) may be carried onboard.</li><li>• No jumping into the water from the seats; all passengers entering the water must use the rear boat deck.</li><li>• I agree to keep the pontoon 75-feet away from the shoreline which includes Eagle Island and the docks.</li><li>• I agree to compensate Marina for any damage to the pontoon boat, watercraft and/or boat accessories.</li><li>• All passengers 12-years old and younger must wear a life jacket at all times while on the boat or in water. All swimmers must wear a life jacket while in the water.</li><li>• Paddle board renters must wear a life jacket at all times</li></ul>
	<b>I confirm that I have read and executed the attached <u>Marine Liability Release &amp; Indemnification Agreement</u> and I agree to hold the Big Canoe POA harmless from any injury to myself or passengers while on the lake. This includes boarding and disembarking from the watercraft.</b>

Phone # (while on lake): \_\_\_\_\_

Photo ID: \_\_\_\_\_ ( State) \_\_\_\_\_ (Number) / Copy Attached: \_\_\_Yes / \_\_\_No

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

## **MARINA LIABILITY RELEASE & INDEMNIFICATION AGREEMENT**

THIS RELEASE AND ACKNOWLEDGEMENT is made between the undersigned ("Participant"), on behalf of himself or herself and his/her/their child(ren), guests, and invitees (collectively referred as "Participant(s)"), and BIG CANOE PROPERTY OWNERS ASSOCIATION, INC. ("Association" or "POA"), located at 10586 Big Canoe, Jasper, Georgia, 30143, its Board of Directors, Members principals, agents, officers, employers, employees, directors, and other persons and entities, whether or not specifically named or referred to, who may be jointly and severally liable ("Released Parties") do hereby acknowledge, affirm and agree to release the Released Parties from any and all damages, injuries, claims, demands, liabilities, actions or causes of action, whether in law or in equity, whether direct or indirect, whether presently known or unknown, whether asserted directly or as an assignee of another, which Participant now has or may have against Association which arise out of Participant's participation in activities on the Association's Common Area properties, including, but not limited to, the Marina on Lake Petit, and Lake Petit and/or all beaches, swimming areas and other properties owned by the Association over which the Participant might traverse as part of the activities in Big Canoe.

Participant(s) do acknowledge, affirm, and agree with the following:

The Association owns Common Area property that provides aesthetic value and recreational value to the community; and

Participant(s) desires to utilize recreational facilities on the Association's Common Area properties and the Association has agreed to allow Participant to participate on the Common Area properties and recreational facilities in exchange for certain releases and acknowledgments herein; and

Participant(s) acknowledges there are certain risks associated with participating in said activities on the Common Area properties and recreational areas in Big Canoe and Participant is willing to release Association from any claim for damages or injury resulting from participating in said activities as outlined further hereinbelow.

By executing this Release, Participant acknowledges and agrees on behalf of all Participant(s) that Participant(s) are familiar with, among other things, all aspects of operating a motorboat and/or motor craft and is responsible for all person(s) on board including their personal safety, and their compliance with all Association rules and regulations pertaining to the use of the Association's Common Areas and/or recreation facilities, and all federal, state and local laws pertaining to Participant's activities in Big Canoe. Participant(s) understand the risks involved with participating in such activities and accepts that there are inherent risks with such activities including, but not limited to, those associated with the following: exposure to deep water, exposure to fire, heat, burns, and the elements (heat, cold, rain, lightning or storms); physical trauma associated with accidents, fall, injuries, bites from insects, ticks, snakes or other creatures; access to lakes ponds, streams and other water-related areas on Association property on which Participant will be participating in recreational activities.

Participant(s) agree to not hold Association, its directors, officers, executives, managers, counselors, instructors, employees responsible or liable for any injuries, losses, diseases, or damages that may occur during the participation in any activities on Association Common Property. Participant(s) do hereby release, waive, discharge and covenant not to sue Association, its directors, officers, executives, managers, counselors, instructors, or employees. Participant(s) fully understand that Participant(s) are participating in all activities at its/his/her/their own risk.

By executing this Agreement below Participant hereby acknowledges and agrees to these terms and has read and accepted these terms and conditions.

By: \_\_\_\_\_ (Signature)

Print Applicant's Full Name: \_\_\_\_\_

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