

MOTORIZED WATERCRAFT AUTHORIZATION REQUEST

LOT NUMBER _____ LAST NAME _____

This authorization request must be completed and approved before using the Masthope Mountain P.O.C. ramp and dock area which is located at the beach on Westcolang Lake.

REQUIRED DOCUMENTS: (To be returned with this form)

1. A copy of your Boat Registration
2. A copy of your Insurance Card
3. A copy of your Trailer Registration
4. Picture of Watercraft

Watercraft must meet the current boating rules regarding length and horsepower as published in the property Owner's Community handbook. Authorized watercraft will receive registration stickers for boats and trailer.

Authorization may be denied at application or any time thereafter if watercraft does not meet the current boating rules.

Propulsion Type (inboard, outboard, jet) _____

Horsepower (max 199hp inboard, 135hp outboard) _____

Length (max 18 ft.) _____

Manufacturer _____

Model Name _____

Watercraft Registration Number _____

Hull I.D. Number _____

Trailer License Plate Number _____

Signature of Property Owner _____

Watercraft Property Owner: Your signature constitutes that you have received a copy of the most recent Watercraft Rules and Regulation and Fine Schedule.

Fees (per year): \$100.00 75 horsepower and above

\$ 25.00 74 horsepower and below

MASTHOPE STICKER # _____ TRAILER STICKER # _____

For Office Use Only

YEAR: _____

REGISTRATION EXP. _____ INSURANCE EXP. _____ TRAILER REG. EXP. _____

DATE PAID & INITIALS _____

This original waiver has not been changed or reviewed by the boating committee

I HAVE READ ALL OF THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT BEFORE SIGNING.

Member's Signature: _____

Printed Name: _____

Phone: _____

Address: _____

City, State, Zip: _____

Date: _____

If Member is not the Watercraft's Owner: _____

Watercraft Owner's Signature(s): _____

Watercraft Owner's Printed Name(s): _____

Phone: _____

Address: _____

City, State, Zip: _____

Date: _____

MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNERS COUNCIL

WATERCRAFT WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN BOATING, WATERCRAFT AND/OR OTHER ACTIVITIES AND UTILIZE MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNERS COUNCIL'S RAMP AND/OR DOCK AT WESTCOTANG LAKE (COLLECTIVELY "THE ACTIVITIES"), FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, AND FOR MY/OUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, I AGREE AS FOLLOWS:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: I acknowledge that the Activities have inherent risks, hazards, and dangers that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE BUT ARE NOT LIMITED TO: (1) changing waterflow, currents, wave action and watercrafts' wakes; (2) collision with other watercraft(s) and/or manmade and/or natural objects in and/or on the water; (3) wind shear, inclement weather, lightning, variances of wind, weather and/or temperature; (4) collision, capsizing, sinking and/or other hazards which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (5) the presence of insects and/or marine life forms; (6) equipment failure and/or operator error; (7) heat and/or sun related injuries, including

sunburn, sunstroke and/or dehydration; (8) fatigue, chill and/or dizziness which may diminish reaction time and/or increase the risk of an accident; (9) injuries received from mechanical and moving watercraft parts; (10) injuries received from fishing equipment; and/or (11) the absence of rapid medical attention/emergency response.

I further understand that the Activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in the Activities safely. I understand that I have responsibilities. My participation in the Activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY ENGAGING IN THE ACTIVITIES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED WITH THE ACTIVITIES AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DISABILITY, DEATH AND/OR PROPERTY DAMAGE.

2. RELEASE: I KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable

attorney's fees) against Masthope Mountain Community Property Owners Council, its directors, officers, agents, employees and volunteers, their insurers and each and every landowner, municipal and/or government agency upon whose property the Activities

are conducted and their insurers, if any, (collectively "the Releasees"), which are

related to, arise out of, or are in any way connected with the Activities including, but

not limited to, NEGLIGENCE AND GROSS NEGLIGENCE of any kind or nature by ANY OF THE RELEASEES, OR ANY OTHER PERSON (INCLUDING MYSELF), whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, disability, and/or death to me, my minor children, other persons and/or any property.

3. INDEMNIFICATION: I will indemnify and hold harmless the Releasees for any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) for personal injuries, property damages, and/or any other damages to any and all third parties, including, but not limited to, my guests, operators and passengers of other watercraft and minor children under my custody, care, and control, that are related to, arise out of, or are in any way connected with the Activities including, but not limited to, NEGLIGENCE AND GROSS NEGLIGENCE of any kind or nature by ANY OF THE RELEASEES, OR ANY OTHER PERSON (INCLUDING MYSELF).

4. COMPLIANCE WITH ALL RULES: I acknowledge that I have sole responsibility for the care and safety of my person, property and guests and that I, alone, am responsible for deciding whether to participate in the Activities including, but not limited to making determinations about my own competency, skill and ability to handle my watercraft and equipment and about weather and water conditions. I certify and agree that I and my guests are thoroughly familiar with and understand Masthope Mountain Community

Property Owners Council's Rules and Regulations and that our conduct, watercraft(s) and equipment will fully comply with same.

5. ACKNOWLEDGMENT OF CONTENT: I have had sufficient time to review this Waiver, Release and Indemnification Agreement and to ask any questions associated with it. I have carefully read this Waiver, Release and Indemnification Agreement, know the contents thereof, and have signed it as my own free act. I further warrant that I am fully aware that I am waiving any right I may have to bring a legal action to assert a claim against the Releasees.

[SIGNATURES ON PRIOR PAGE]