

## **AGREEMENT AND RELEASE OF LIABILITY**

In consideration for being permitted to utilize the land, facilities and equipment operated by: Lake Ponderosa Association, Inc. (hereinafter collectively referred to as "Association") Located at: 386 Center Point Drive, Montezuma, Iowa 50171 and to engage in the business of dock construction and installation (hereinafter collectively referred to as "Dock Installation"), I, \_\_\_\_\_, hereby agree as follows:

### **INITIAL EACH OF THE FOLLOWING**

1. \_\_\_\_\_ I hereby RELEASE AND DISCHARGE the Association from any and all liability, claims, demands or causes of action that may hereafter have for injuries and damages arising out of my participation in Dock Installation including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION.
2. \_\_\_\_\_ I further agree that I will not sue or make claim against the Association for damages or other losses sustained as a result of my participation in Dock Installation.
3. \_\_\_\_\_ I also agree to INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS from all claims, judgments and costs, including attorneys fees incurred in connection with any action brought as a result of my participation in Dock Installation on the Association's property.
4. \_\_\_\_\_ I understand and acknowledge that Dock Installation have inherent dangers that no amount of care, caution, instruction or experience can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN DOCK INSTALLATION WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION.
5. \_\_\_\_\_ I shall only use the West dock for Dock Installation, and all construction and installation materials shall stay West of the West dock. I shall not block the boat ramp from use by other parties.
6. \_\_\_\_\_ All my installation materials shall be kept so as not impede the use of the boat ramp area by property owners.
7. \_\_\_\_\_ I shall daily remove all trash and scrap materials resulting from Dock Installation so long as I am working on the Association's property.

8. \_\_\_\_\_ I shall register, and confirm availability of, the days I desire to use the West Dock and occupy the surrounding area with Association secretary, Karen Meek, at 148 Scenic Drive. In the event, I need additional time beyond the registered days to complete Dock Installation, I shall contact Association secretary, Karen Meek, to confirm availability of additional time.

9. \_\_\_\_\_ I shall not perform Dock Installation on Saturdays, Sundays, or Holidays. I understand the hours for Dock Installation on Association property are Monday through Thursday from 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 12:00 p.m.

10. \_\_\_\_\_ I shall provide a \$1,000 deposit to the Association for the sole purpose of repairing any damage or clean up as a result of my use of the Association's property. The deposit will be returned in full if, and only if, the property is in the same condition as prior to Dock Installation. If damage is done to the Association property, I shall be responsible for repairs to said damage within forty-eight (48) hours of vacating the Association property. If damage is not repaired the deposit shall not be returned and I will not be allowed to use the area in the future.

11. \_\_\_\_\_ I shall obtain a boat ramp key from property owner contracting the Dock Installation. The Association will not lend any boat ramp keys. I shall keep the boat ramp gate closed but for going in and out with equipment and supplies.

12. \_\_\_\_\_ I affirm that my Dock Installation is covered by my personal accident or general liability insurance policy.

13. \_\_\_\_\_ I shall provide proof of insurance personally or for my business to the Association secretary, Karen Meek, at 148 Scenic Drive, Montezuma, Iowa 50171, prior to any Dock Installation.

14. \_\_\_\_\_ I shall add Lake Ponderosa Association, Inc., to my personal or company liability policy.

15. \_\_\_\_\_ I hereby expressly recognize that this Agreement is a contract pursuant to which I have released any and all claims against the Association resulting from my participation in Dock Installation including any claims caused by negligence of the Association.

16. \_\_\_\_\_ I certify that I am authorized to sign this agreement on behalf of said business.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL. THIS IS A LEGALLY BINDING CONTRACT.**

If not fully understood, consult with your lawyer before signing.

\_\_\_\_\_  
SIGNATURE - BUSINESS

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINTED NAME - BUSINESS

\_\_\_\_\_  
SIGNATURE  
Lake Ponderosa Association, Inc.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINTED NAME  
Lake Ponderosa Association, Inc.