



By checking the box, I acknowledge that I have read the Candlewood Cove Marina Rental Terms and Conditions attached hereto and that the terms of the same are hereby incorporated into this agreement and form an integral part of this lease agreement. I agree to be bound by the Candlewood Cove Marina Rental Terms and Conditions. I further agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with, or related to my/my child's/my guests use of the boat launch, dock, and marina located at Candle Lake, even if such risks may have been caused by the negligence of the Candlewood Cove Marina Ltd..

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I/my child/my guests might sustain while using the boat launch, dock, and marina located at Candle Lake, even if such loss or damage may have been caused by the negligence of the Candlewood Cove Marina.

3. TO HOLD HARMLESS AND INDEMNIFY CANDLEWOOD COVE MARINA LTD.: a. From any, and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my/my child's/my guests use of the boat launch, dock, and marina; and b. From any and all claims, demands, actions, and costs which might arise out of my/ my child's/my guests use of the boat launch, dock, and marina, even though such claims, demands, actions and costs may have been caused by the negligence of the Candlewood Cove Marina Ltd..

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY CLICKING THE BOX ON THIS RELEASE OF LIABILITY I AM KNOWINGLY AND WILLINGLY AGREEING TO RELEASE CANDLEWOOD COVE MARINA FROM ALL LIABILITIES INCIDENT TO MY/MY CHILD'S/MY GUESTS USE OF THE BOAT LAUNCH, DOCK, and MARINA, INCLUDING, OF ALL LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE.

This agreement is to be binding upon myself, my heirs, executors, administrators, and assigns, in the event of my death or incapacity.

#### **Candlewood Cove Marina Rental Terms and Conditions:**

1.0 The Marina and Boat Launch are unsupervised. Lessee's, their invitees, guests, agents, and assigns, use the facility at their own risk. Children, under 16 years of age, must be accompanied by a parent or guardian.

2.0 No alcoholic beverages are to be consumed on the Candlewood Cove Marina property.

3.0 Life jackets should be worn on the dock while entering and departing the boat and while moving along the dock and boardwalk system.

4.0 The anticipated season for marina operation runs from May 1st -September 30th, however management reserves the right to extend or abbreviate the season at their discretion to account for weather, required repairs and maintenance etc. In the event operation of the marina season is shortened, Lessee's will be provided with

14 days' notice to remove their watercraft from the marina. In the event the marina season is shortened there shall be no adjustment, abatement, or apportionment to the yearly rental fee.

5.0 Every effort to accommodate our customers' first choice of marina slip will be made, however management reserves the right to assign watercraft to an alternate slip to ensure the best fit and configuration of watercraft, as management, in its sole discretion determines.

6.0 A \$250 non-refundable deposit is required by November 15th or at time of reservation. The remainder of the slip rental fee is due January 15<sup>th</sup> of the rental year.

7.0 There is a NO WAKE zone in the marina. The lessee is responsible for ensuring that their watercraft adheres to this rule. The owner of watercraft is strictly liable for all actions of anyone operating their watercraft. In the event this rule is violated, the owner may have their lease terminated immediately, without any right of refund, abatement, adjustment, or compensation.

8.0 Trailers may NOT be left in the Candlewood Cove Marina parking area overnight. If a trailer is left overnight, the trailer may be moved. Any moving, storage and removal fees incurred, will be charged to the Lessee.

9.0 Any vandalism or damage to the boat launch, marina or grounds that is deemed to be the responsibility of the LEASEE will be the responsibility of the LEASEE. Candlewood Cove Marina reserves the right to invoice any costs associated with the damages to the LEASEE.

10.0 Management reserves the right to cancel this rental contract at their sole discretion at any time, for any reason whatsoever, that management, in its sole discretion determines, and a prorated rental fee will be refunded to the Lessee. Reasons for contract termination may include failure to operate in a safe, manner respectful to neighbors or the environment, providing keys and/or marina access to unauthorized persons etc.

11.0 Candlewood Cove Marina is an unsupervised, unmonitored facility, Candlewood Cove Marina Ltd., and affiliates will not be held responsible for any theft or damages to individual boats or the contents of boats while in the marina.

12.0 Candlewood Cove Marina has a no jerry can policy. No fuel or oil is to be stored on the premises.

**IF YOU ARE AWARE OF ANY REPAIRS, MAINTENANCE OR REPLACEMENT REQUIREMENTS PLEASE LET US KNOW SO THIS WORK CAN BE DONE IN A TIMELY FASHION. YOUR SAFETY AND SATISFACTION ARE VERY IMPORTANT TO US. THANK YOU.**