

BOATING RELEASE AND INDEMNITY

The undersigned, being a member in good standing of the Kennilwood Owners' Association, Inc. ("KOA") and currently residing in Kennilworth does on this ____ day of _____, 2023 enter into and deliver to KOA this Boating Release and indemnity (this "Agreement").

WHEREAS, the undersigned desires to tie-up a boat to the dock owned by KOA (the "Dock") from time to time during the Summer season of 2023 for short periods during daylight hours on a non-exclusive basis and at the sole discretion of KOA;

WHEREAS, the undersigned acknowledges that the Dock is the property of KOA;

WHEREAS, the undersigned acknowledges and agrees that permission to tie-up a boat to the dock may be granted or withheld at any time and from time to time in the sole and absolute discretion of KOA and that the undersigned agrees to remove any boat so tied up at the Dock immediately upon the demand of KOA;

WHEREAS, KOA shall not permit the undersigned to tie-up a boat to the dock unless this Agreement is executed and delivered by the undersigned.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. The undersigned acknowledges and agrees that it shall have no legal estate, right, title or

interest of any kind or character in or to the Dock and that this Agreement shall not be deemed or construed to create such legal rights, it being the intention that the undersigned shall merely have a revocable right and license to use the Dock only in accordance with this Agreement and any rules and regulations announced by KOA, which revocable non-exclusive rights may be revoked or terminated at any time. The undersigned further acknowledges and agrees that permission to tie-up a boat to the Dock may be granted or withheld at any time and from time to time in the sole and absolute discretion of KOA and that the undersigned agrees to remove any boat so tied up at the Dock (and any personalty related thereto) immediately upon the demand of KOA. In the event the undersigned shall fail to so remove a boat from the Dock at the direction of KOA, the undersigned shall pay a temporary use fee to KOA in a sum equal to One Thousand Dollars (\$1000) per day from the date of demand through and including the date the boat is actually removed by the undersigned. The aforesaid payment shall not entitle the undersigned to any right for the continued use of the Dock and in addition thereto, KOA shall have the right following the failure of the undersigned to remove its boat or other personal property from the Dock, to cause the removal of such boat or personal property from the Dock and KOA shall have no liability or obligation with respect to such action; and the undersigned waives any claim against KOA, its officers, directors, employees or agents in connection with the taking of such removal action.

2. The undersigned assumes all risk of personal injury and loss and damage to its vessels and

personal property tied up to the Dock and agrees that KOA shall have no responsibility or liability in the event of personal injury or loss, damage, theft or otherwise whether or not arising from the acts or omissions of KOA or the officers, directors, employees or agents. KOA

undertakes no duty to patrol, monitor or secure the Dock. **THE UNDERSIGNED AND ITS HEIRS, EXECUTORS AND ADMINISTRATORS HEREBY RELEASES AND FOREVER DISCHARGES KOA AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS AND THEIR RESPECTIVE SUCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY DAMAGES, CLAIMS OR DEMANDS WHICH MAY BE MADE AGAINST THE RELEASED PARTIES BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE DOCK. THE UNDERSIGNED AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE DOCK BY THE UNDERSIGNED.**

3. This agreement shall be governed by the laws of the State of New York

_____.

Print Name: _____.

Residing at: _____.

Kings Point, New York 10024