

KENNILWOOD OWNERS' ASSOCIATION

Kayak Storage Release and Waiver for Liability and Indemnity Agreement

The undersigned acknowledges that the Kennilwood Owners' Association (hereinafter called KOA) is extending a special privilege in allowing him or her to store his or her kayak during the dates provided below. In consideration of the privilege to store kayaks, the undersigned, for himself or herself and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

RELEASE I agree to release, waive, discharge, and covenant not to sue the KOA, its directors, officers, employees, and agents from all liability to me, my personal representative, heirs, and next of kin for any loss, theft, or damage, and any claim or demands therefore on account of injury to my property, whether caused by the negligence of the KOA or otherwise during the dates provided below.

INDEMNIFICATION I agree to indemnify and save and hold harmless the KOA from any loss, liability, theft, damage or cost that may incur due to my storing my kayak, upon or about the KOA premises whether caused by the negligence of the KOA or otherwise.

ACCEPTANCE OF RISK I understand that the KOA never intended, nor designed the above-mentioned lot to be used as a storage facility and I acknowledge that the KOA does not guarantee the security of the property being stored. In addition, I realize that the lot is not always locked, secured or guarded. Therefore, I agree to assume full responsibility for and risk of property damage due to the lack of negligence of the KOA or otherwise while my kayak is stored during the dates provided below.

POLICY Storage of kayaks at the Clubhouse storage rack is only allowed between the dates agreed upon. I agree to only store my kayak on the rack assigned and agree that the rack storage space will be assigned to each applicant by the kayak coordinator appointed by the KOA board. Rack spaces are assigned. I also agree to keep my kayak locked to the rack at all times when not in use. Unlocked kayak will result in removal from the rack by the KOA Board and a call to the member to come and pick up the kayak. I acknowledge that the permit to store my kayak in the above mentioned lot is valid only during the time period listed herein. I also agree not to store my kayak in the storage rack until I have submitted this signed agreement to the KOA board of directors and have a rack space assigned.

CONTACT PERSON I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for my kayak.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as New York law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Name, (last, first) _____

Email _____

Kayak Make/Model _____ Length _____ Weight (lbs) _____ Color _____

Contact Person _____

Phone Number _____

Storage Dates: FROM _____ TO _____

Signature _____ Date _____