

FISHING AND BOATING AGREEMENT
This Document Affects Important Rights-Read it Carefully

The Lake View Park Commission, Inc. ("Commission") is a not for profit corporation whose mission is to manage property owned by the Commission in the Lakeview Park neighborhood. The Commission wishes to allow residents and nonresidents to fish or boat on Commission property. **I wish to fish in Beaver Lake from Commission property or by boat, and/or boat for recreational purposes, and I have read and agree to the following terms:**

Rules of Participation

I am physically capable of participating in fishing and/or boating activities. I agree to follow the Commission's policies and directions for fishing and boating and I understand that the Commission may prohibit me from participating in fishing and/or boating activities in or around the lake at any time for any reason.

Assumption of Risk

I understand that participating in fishing activities on the grounds around the lake, fishing within a boat, boating recreationally or generally being near water entails the risk of injury, death, property damage and/or other losses I may sustain or cause others to sustain. I acknowledge that **Fishing and Boating can be risky** and the risks cannot be eliminated regardless of the care taken to avoid injuries. I hold the Commission harmless for injuries to myself, my property and/or any other loss I may sustain or cause others to sustain as a result of fishing in and/or boating on Beaver Lake. **I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of those persons released from liability in the paragraph below, and assume full responsibility for my participation in fishing and/or boating activities.**

Waiver of Liability

If I sustain or cause others to sustain injury, death, property damage and/or any other loss as a result of my participation in fishing and/or boating activities, **I, on my behalf and on behalf of my heirs and personal representatives, release, waive and discharge and agree not to sue the Commission, its officers, directors, employees and agents, from any and all claims from injury, death, damage or loss** that may directly or indirectly result from my participation in fishing and/or boating activities, including claims which arise from the negligence of the Commission, its officers, directors, employees and agents.

Indemnification and Hold Harmless

I agree to indemnify and hold the Commission harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, related to my participation in fishing and/or boating activities and to reimburse the Lake View Park Commission, Inc. for any such expenses it incurs.

This agreement is intended to be as broad and inclusive as permitted under the laws of the State of North Carolina. If any portion of this agreement is held to be invalid, the remaining portion of the agreement will continue in full legal force and effect.

I have read this waiver and fully understand that by signing it I am agreeing to its terms and am voluntarily giving up substantial rights.

Name: _____ Signature: _____ Date: _____

Address: _____