

# Lake Harmony Boating Rules and Regulations 2024

Lake Harmony is a privately owned lake and the right to use those portions of the lake owned by the Lake Harmony Group (“LHG”) is subject to compliance with these Rules and Regulations (the “LHG Rules”).

1. Permits Required. Every motorized boat being operated on Lake Harmony and every nonmotorized watercraft (canoe, kayak, paddleboard, etc.) operated on Lake Harmony by a non-resident of Lake Harmony must display an appropriate LHG Permit. The Permit must be placed on the starboard side adjacent to the boat’s registration number if any or, in the case of paddleboards, on the top of the board, front starboard side, and clearly visible. Watercraft attempting to enter Lake Harmony or exit Lake Harmony or operating on Lake Harmony without a permit are considered TRESPASSING.

2. Persons Who May Apply. Permits will be issued only to applicants who provide proof of residence in Lake Harmony or, in the case of tenants, proof of approval of the rental owner, their ownership of the permitted craft, and, in the case of motorized watercraft, the insured status of the watercraft. Tenants may obtain permits only for boats and nonmotorized watercraft; no permits will be issued to tenants for motorized personal watercraft that is intended for use by one or two persons only (e.g. jet skis, sea-doods).

3. Conditions of Operations.

a. **Persons under the age of 16 are prohibited from operating a watercraft without an adult aboard.**

b. Permittees must comply with all rules and regulations of the Pennsylvania Fish and Boat Commission and must operate in a safe and reasonable manner taking into consideration, among other things, the number of watercraft (motorized and non-motorized) on Lake Harmony at the time of operation. No erratic operations are permitted.

c. Non-motorized watercraft should maintain a path of travel as close to the shoreline as possible, out of the travel lane of motorized watercraft.

d. All motorized watercraft must travel in a counter-clockwise direction.

e. Permittees agree to provide all necessary instruction related to the safe occupancy or use of any land, lake, facilities, and/or watercraft and any water-related activity to any third-party whose presence on and/or in the land and/or lake arises from or under color of the Permittee’s use of the land, lake, facilities and/or watercraft.

f. Permittee shall not use watercraft to conduct any type of commercial activity, such as, but not limited to, services, sale of boats, rental of boats or carrying passengers for hire, or in any other fashion without the express written permission of LHG.

g. No boat shall be moored overnight in any location other than the Permittee's slip/dock, if any, and no unoccupied watercraft shall at any time be moored in the lake unattached to a fixed dock.

4. Release, Indemnification and Insurance.

a. Permittee acknowledges that the use of watercraft involves risks and dangers which can result in injury, death or loss of or damage to property. With knowledge of such risks, Permittee accepts and assumes liability for all loss, damage, injury or death that may arise directly or indirectly as a result of the operation of watercraft on Lake Harmony. Permittee also agrees that LHG is not responsible for any loss or damage whatsoever including but not limited to; loss or damage caused by wind, fire, theft, storm, explosion, or any other cause, to any property belonging to Permittee.

b. Permittee shall indemnify, hold harmless, and at LHG's request, defend LHG, the Lake Harmony Association and the Lake Harmony Estates Property Owners Association and their officers, directors, agents and employees (the "Indemnitees"), against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and cost of suit, arising from Permittee's activities on Lake Harmony or the presence of any person in or on Lake Harmony by virtue of Permittee's activities, including persons being towed by, or using any of Permittee's watercraft, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property, or the negligence, omissions or willful misconduct of Permittee; provided, however, that Permittee's indemnity obligations hereunder (not its defense obligations) shall not extend to the percentage of liability conclusively determined to be directly attributable to any Indemnitee's willful misconduct. To the full extent permitted by law, all indemnity obligations shall be regardless of degree of fault, even if caused by the negligence of any degree or character (whether sole, joint, concurrent; active or passive; ordinary, per se, gross or recklessness) of any of the Indemnitees.

c. Permittees of motorized watercraft must carry insurance with minimum coverage of \$1,000,000 combined for personal injury or death, issued by an insurer licensed and/or authorized to do business in Pennsylvania. All policies of insurance must identify LHG, the Lake Harmony Association and the Lake Harmony Estates Property Owners Association as Additional Insureds and waive rights of subrogation as to such entities. Certificates of Insurance evidencing coverage must be provided to the LHG and provide that the policy may not be cancelled or changed without thirty (30) days prior written notice to LHG.

5. Modification and Amendments to Rules. LHG reserves the right to alter or amend the LHG Rules. LHG will endeavor to give notice of such amendments to all Permittees but receipt of actual notice of any amendments shall not be a prerequisite to or precondition of the enforcement.

6. Enforcement. In the event of any violation of the LHG Rules, the LHG Board of Directors reserves the right to suspend or revoke any Permit. If any action is brought to enforce the LHG Rules against any Permittee, if it is the prevailing party LHG shall be entitled to recover all of its attorneys' fees and costs incurred in enforcement, including fees and costs incurred prior to initiating suit.

7. Miscellaneous Provisions.

a. The laws of the State of Pennsylvania shall govern the interpretation of the LHG Rules. Any action brought to enforce the LHG Rules or in any way concerning any Permittee's activities shall be brought in the Court of Common Pleas of Carbon County, and all parties hereto unequivocally submit to the jurisdiction of such court.

b. If any part of these Rules is deemed invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not affect any other portion or provision, which shall be given the fullest effect permitted by law.

c. The exercise or failure to exercise, or delay or forbearance in exercising any remedy for any breach of the LHG Rules, or any breach by a different Permittee of the LHG Rules, shall not be deemed as a waiver of LHG's rights unless set forth in writing.

d. All notices, demands and requests that may be or are required to be given pursuant to the LHG Rules may be delivered in person, via electronic mail or sent by United States first class mail, postage prepaid.