

**LESNER POINTE SMALL PORTABLE WATERCRAFT  
RULES & REGULATIONS  
HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT  
AND RELEASE OF CLAIMS FOR PROPERTY DAMAGE**

**RECITALS:**

- A. *Lesner Pointe Condominium on the Chesapeake Bay, Inc.*, a Virginia non-stock corporation (the "Association" or "Owner") is the owner of certain common element and related facilities on the Chesapeake Bay Virginia Beach, Virginia (collectively, the "Common Element").
- B. The undersigned has requested from Owner a revocable license to store, as amended, small portable watercraft at a certain designated location on the Common Element, pursuant to Rule 15 of the Rules and Regulations for Lesner Pointe, and in consideration and exchange therefore, Owner agrees to execute the Hold-Harmless and Indemnification Agreement as hereinafter set forth.

IN CONSIDERATION of Owner granting a revocable license to the undersigned to use Owner's Common Element, the undersigned agrees promises and covenants as follows:

**AGREEMENTS:**

1. **Use of Common Element.** The undersigned understands and agrees that the Common Element may be used only for storage purposes. The undersigned further agrees that the Common Element shall be used only and exclusively for lawful purposes and the undersigned agrees not to use or permit or suffer anyone to use the Common Element for any purposes in violation of any federal, state, or municipal law or regulation. **Storage of small portable watercraft is for the exclusive use of members of the Association only.** Further, the undersigned shall follow those rules and regulations regarding use of the Common Element as may be established in writing from time to time by Owner, including, without limitation, the following rules and regulations:
- a) **The annual registration date for all watercraft will be May 1st of each year. There is no credit for the unused months of the registration fee should the registration occur after this date.**
  - b) **All registrants will be required to show proof of ownership or membership in the Association. No second party registrations or guest registrations will be permitted.**
  - c) **Each registrant shall offer proof of ownership of the watercraft that is being registered. The only watercrafts that will be registered are those that belong to owners or members of the Association.**

**Lesner Pointe Small Portable Watercraft Rules and Regulations**  
**Hold-Harmless and Indemnification Agreement and**  
**Release of Claims for Property Damage**  
**Page 2 of 3**

- d) **Decals will be issued to owners or members of the Association who are current with their Association dues and own and register with the Association their watercraft. There will be an annual registration fee of \$10.00 due to the Association with issuance of the decals. Decals shall be placed on the starboard bow of the watercraft.**
  - e) **Any person(s) using the Common Element who is not a duly authorized owner or member of the Association will be guilty of trespassing and subject to prosecution. Towing will be enforced for any watercraft and/or trailer that does not display an Association approved decal for the current year. Trespassers will be prosecuted.**
  - f) **Any violation of rules and regulations established by the Association relating to the use of the Common Element will result in the revocation of the license to use the Common Element as set forth in this Agreement.**
2. **Maintenance of Common Element.** The undersigned shall not damage or alter the Common Element in any manner, or permit the undersigned's immediate family or any guest or invitee of the undersigned to damage or alter the Common Element.
3. **Non-liability.** Owner shall not be responsible or liable for the acts or omissions of persons using the Common Element. The undersigned agrees that the undersigned, the undersigned's immediate family and/or any other person shall use the Common Element at their own risk.
4. **Hold-Harmless and Indemnification Agreement and Release of Claims for Property Damage.** The undersigned, for themselves and their respective successors, assigns, heirs, executors, administrators and personal representatives, hereby agrees to indemnify and save Owner, its officers, directors, agents, contractors and employees and their respective successors and assigns (collectively, the "Indemnities") harmless from and against any and all liability and claims, counterclaims, threats of claims, penalties, fines and damages, and costs and expenses (including, without limitation, legal fees) suffered, expended or incurred in connection with the investigation, defense, settlement or payment of any claim, suit, or civil actions arising out of injury or damage to person or property occasioned by or arising wholly or in part by the construction, design or condition of the Common Element, or any use of the Common Element by, or any act or omission of, the undersigned or any of undersigned's immediate family, guests, or invitees in connection with the use and enjoyment of the Common Element. In the event any claims are made pursuant to the proceeding

**Lesner Pointe Small Portable Watercraft Rules and Regulations**  
**Hold-Harmless and Indemnification Agreement and**  
**Release of Claims for Property Damage**  
**Page 3 of 3**

sentence, the Indemnities may notify the undersigned to assume the full and complete defense and settlement of or judgment on the claim on behalf of the Indemnities, or Indemnities may settle or defend the claim in their own names, in which latter event, the undersigned shall pay the Indemnities, in full for their respective damages, liabilities, costs and expenses as they accrue.

In addition to the foregoing, the undersigned hereby releases Owner from any and all claims for damages to the property of the undersigned arising out of the undersigned's use and enjoyment of the said Common Element or the use of said Common Element by the undersigned's immediate family, guests or invitees.

**THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES THAT THEY USE THE COMMON ELEMENT AT THEIR OWN RISK AND THE UNDERSIGNEDS' PERSONAL RESPONSIBILITY FOR ALL THE UNDERSIGNEDS' IMMEDIATE FAMILY, GUESTS, INVITEES AND OTHERS AS SET FORTH ABOVE, AND HAVE READ THE FOREGOING AND FULLY UNDERSTAND THIS AGREEMENT.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**READ THE ABOVE IN ITS ENTIRETY BEFORE SIGNING BELOW**

\_\_\_\_\_  
(SIGNATURE)

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WATERCRAFT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_