

ASSOCIATES AT CHAPMAN LAKE, INC

Recreational Use Policy

Effective: March 9, 2019

I. PURPOSE

This policy establishes rules to be observed by those authorized to use Chapman Lake.

II. RULES

- A. All owners of any boat or watercraft placed in service on Chapman Lake are required to be residents in good standing according to the Delinquent Account policy.
- B. Powerboats or other watercraft in use on Chapman Lake **must** be owned by the lake resident. Powerboats or other watercraft owned by anyone else are **not** permitted on Chapman Lake.
- C. Snowmobiles, quads, and all other types of all-terrain vehicles (ATV's) in use on Chapman Lake **must** be owned by the lake resident. Snowmobiles, quads, and other all-terrain vehicles (ATV's) owned by anyone else are **not** permitted on Chapman Lake.
- D. Owners of any motorized vehicle (including but not limited to gas-powered boats, boats powered by electric motors, personal watercraft such as Jet Skis, snowmobiles, quads or other ATV's) must maintain liability insurance in an amount not less than \$250,000. Uninsured watercraft or vehicles are not permitted on Chapman Lake.
- E. Those who trespass on Chapman Lake will be considered a defiant trespasser pursuant to 18 Pa.C.S. § 3503.
- F. All activities, including but not limited to, swimming, boating and fishing must comply with Pennsylvania Fish and Boat Commission regulations. Current regulatory information may be found on PA Fish and Boat's website, at www.fishandboat.com/Regulations/Pages/default.aspx. It is the responsibility of each owner and operator to know, understand and comply with current regulations. Violators will be subject to fines and/or disciplinary action.
- G. All powerboats must travel the lake in a counter-clockwise direction at all times.
- H. Inflatable loungers, water mats, or other floatation devices must be kept within 100 feet of shore.
- I. All inflatables must conform to Pennsylvania Fish and Boat Commission regulations.
- J. Swimming beyond 100 feet from shore is forbidden, unless the swimmer is accompanied by a boat equipped with personal floatation devices and operated by someone capable of providing aid to the swimmer.

III. USAGE AT OWN RISK; INDEMNIFICATION

- A. **Any resident, guest, or other person who participates in lake activities shall do so at his or her own risk and shall indemnify, defend, release, hold harmless, and forever discharge AACL, its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in lake activities, by said lake resident, guest, or other person, and any of his or her guests and any members of his or her family. Should any resident, guest, or other person bring suit against the Indemnitees in connection with lake activities or relating in any way to the AACL, and fail to obtain judgment therein against the Indemnitees, said resident, guest, or other person shall be liable to the AACL for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**