

2026 BOAT LAUNCHING AND RETRIEVAL AGREEMENT

Boat Launching and Retrieval Agreement (the "Agreement") by and between Whaley Lake Landing, LLC. ("Whaley Lake"), and the user listed below, (the **User**).

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|--|------------------|----------------|
| User Name: | | Home: |
| Address: | | Cell: |
| City/State,/Zip: | | Work: |
| Check One: Primary Address: Vacation Address: | Email: | |
| Boat Make: | Model: | Year: |
| LOA: | Beam: | Draft: |
| Boat Name: | Registration # : | Trail..-Plate: |
| Insurance carrier: | | Policy#: |

1. Whaley Lake, will allow the User to use the premises to launch and retrieve the above- described boat (the "Boat") into the lake for the period of May to November (the "Term"), subject to the terms and conditions of this Agreement.

2. User shall maintain liability and property-damage insurance covering the Boat with liability limits in amounts sufficient to ensure performance by User of all of the exemption, waiver, hold harmless, and indemnity provisions contained in this Agreement, including claims involving premises liability or marina's negligence and/or other fault. User agrees not to launch or retrieve the Boat from the premises until a signed Waiver Agreement has been provided to Whaley Lake. User shall indemnify, defend, and hold harmless Whaley Lake from any and all costs, expenses (including attorneys' fees), damages, judgments, and settlements, and against all claims, demands, loss, and lawsuits for damages to property, injury or loss of life resulting or arising from User's acts or Omissions including the use of the Boat or other property.

3. User hereby releases and agrees to indemnify and hold harmless Whaley Lake for any and all liability for personal injury, loss of life, and property damage-(1) arising out of the ordinary negligence of Whaley Lake, its employees and agents related to the premises or the use of the premises; (2) in connection with the User's boat, motor, and accessories while on the premises; (3) for loss or damage to the User's boat, motor, and accessories or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, snow, ice, hurricane, or other casualty loss. User waives any right or claim against Whaley Lake for damage sustained by User which is covered under any insurance policy, and User shall cause its insurance carriers to waive their respective rights of subrogation with respect to the same.

4. Users are responsible for the proper and safe launch and retrieval of the Boat to prevent

damage to the Boat, the docks, and adjacent boats.

5. This Agreement is non-transferable and any change of ownership of the Boat shall constitute termination of this Agreement. Any purchaser or transferee of the Boat must sign a new Agreement to continue use of the premises.

6. The USER will provide proof that the operator launching the boat has taken the NYS Boating Certification Course and has a properly issued certificate card.

I HAVE READ AND UNDERSTAND THAT BY SIGNING IT, I AM ENTERING INTO A BINDING CONTRACT ON THE TERMS HEREIN STATED.

USER

Signature: _____

Print Name _____

Whaley Lake Landing, LLC

Signature: _____

Print Name: _____

EFFECTIVE DATE: _____