

LHCA CANOE & KAYAK AGREEMENT

LAKE HILLS COMMUNITY ASSOCIATION AGREEMENT FOR USE OF CANOE & KAYAK RACKS RELEASE OF LIABILITY & ASSUMPTION OF RISK

The undersigned acknowledges, understands and represents the following:

1. They are paid members in good standing with the Lake Hills Community Association (LHCA) or a person with deeded access as outlined in the LHCA Bylaws and have purchased an access card to the gate;
2. They will comply with all rules and regulations of the LHCA and applicable laws promulgated by the Lower Colorado River Authority and the City of Austin;
3. Each person is responsible for his or her actions in and around the canoe & kayak rack area;
4. Each person acknowledges and willingly accepts risks associated with use of the canoe & kayak racks, to include damage to property or persons, together with any damages including psychological damage and/or injury, not excluding fatality, due to accidents which may occur resulting from use of the canoe & kayak racks and adjoining areas;
5. Each person is responsible for the safety and protection of their canoe or kayak and is encouraged to take precautionary measures to protect their property;
6. LHCA is not responsible for any loss of or damage to any canoe or kayak;
7. The rental term will be on a yearly basis and shall start March 1st of each year and expire February 28th of the following year.

RELEASE OF LIABILITY FOR LAKE HILLS COMMUNITY ASSOCIATION

The undersigned agrees as follows:

In consideration of the above, I have and do hereby assume all of the risks of use of the canoe & kayak racks and will hold Lake Hills Community Association (LHCA), its employees, managers, agents, trustees, officers and affiliates harmless from any and all liability, actions, causes of actions, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, which I now have or which may arise from or in connection with my use of the LHCA canoe & kayak racks and adjoining areas. I, along with my family or heirs, understand and agree that we cannot sue Lake Hills Community Association, its employees, managers, trustees, affiliates and/or associates, and if I do, I cannot collect any money / monetary damages whatsoever. In addition, I will pay for Lake Hills Community Association attorney and court fees associated with any litigation I might bring against Lake Hills Community Association, its employees, managers, agents, trustees, officers, affiliates and/or associates. I fully understand that my physical activity involves the potential risk of injury.

Signed and Agreed this _____ day of _____, 20_____.

Printed Name

Signature

Property Address in LHCA

Email Address

Phone Number

Kayak Description