

Summersville Lake Marina, Inc.
P.O. Box 366
Mount Nebo, W.V. 26679
Phone: (304)-872-1331

**Attach a Xerox Copy of the Boat's
Registration Card
Here
Contract Due Within 2 Weeks
Of Boat Slip Assignment**

Boat Length = _____ Ft. Boat Width = _____ Ft. Boat Type = _____

_____ Check here if your information is the same as last year's information.

Name: _____ Slip #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Other: _____ Email: _____

W.V. Boat Registration Number: _____

Definitions

Boat Registration Card: The registration card issued to the boat owner by the W.V. Department of Motor Vehicles. It identifies the manufacturer and model of the boat, boat length, horsepower, owner and owner's address, etc. **Attach a copy of this card to this contract in the space provided above or bring us a copy to the marina by or before April 5, 2023. We MUST have a copy of it by April 5, 2023 or this contract is void.**

Renter or Lessee: Anyone paying Summersville Lake Marina, Inc. (Marina) money for the privilege of leasing a boat slot / slip to moor one's boat during the boating season at Summersville Lake or any person entering into a contract or lease with the Marina for the purpose of leasing a boat slot / slip to moor a boat or PWC.

Vessel: The Renter's boat or pontoon or personal watercraft registered in his/her name.

Boating Season: The length of time in which lake levels are sufficient to moor a boat. If the "normal season" of 5 months is less, as a result of flooding, droughts, a terrorist attack, maintenance or repairs on the Summersville Lake Dam or project by the Corps of Engineers, or some other factor, **the rental monies will not be refunded** unless the Marina feels that the circumstances warrant a refund.

Slip / Slot: A space at the Marina or along the shoreline for mooring a boat, pontoon, or personal watercraft.

PWC: A personal watercraft. (I.e. Sea Doo Waverunner, Jet Ski, etc.)

Cancellation or Termination of Contract: The Renter's boat slip contract is cancelled or terminated and the boat / pontoon / PWC is to be removed from the Marina complex within the time constraints set by the Marina at the time of the cancellation or termination.

Rental Payments

The 2023 rental rate is as follows: **Bank slips** = \$7.60 per linear boat foot per month or \$38.00 per linear boat foot per season. **Dock slips:** \$9.50 per linear boat foot per month or \$47.50 per linear boat foot per season. **Moored Slips** are \$8.80 per linear foot per month or \$44.00 per linear foot per season. **The 2023 seasonal rent should be returned to us with ALL pages of this contract within 2 weeks of your slip assignment.** If we do not receive the complete contract and a rent payment within 2 weeks, we will assume you no longer wish to rent a bank or boat slip. Payment by check is to be made payable to: **Summersville Lake Marina, Inc.**

YOU MIGHT WANT TO KEEP A COPY OF THIS DOCUMENT FOR FUTURE REFERENCE.

“Boat Slip Rental Contract” (Read This Contract before Signing It)

Note: There are 2 pages to sign: Pages 6 & 7

- This Contract, made and entered into by Summersville Lake Marina, Inc., hereinafter referred to as “Marina”, and the undersigned, hereinafter referred to as the “Boat Owner” or “Renter” or “Lessee”.
1. This contract is a “seasonal contract”. This is an attempt on our part to cut down on the cost of printing and postage each spring. Please keep us informed of any boat ownership changes or changes in address or phone number. This contract can be cancelled and/or terminated by the Marina at any time during this season or any future season. This contract does not guarantee or entitle you to a renewal next year or any year thereafter. We do not have to renew your contract next year. We will contact you if we decide to terminate this contract. You have no expectation of obtaining a contract in any future year.
 2. This contract is a “seasonal contract”. A “season” is the length of time in which lake levels are sufficient to moor a boat. If the “normal season” of 5 months is less, as a result of flooding, droughts, a terrorist attack, maintenance or repairs on the Summersville Lake Dam or project by the Corps of Engineers, or some other factor, the rental monies will not be refunded unless we, the owners of the marina, feel that the circumstances warrant a refund or credit to your account.
 3. The rental rates are: Bank slips = \$7.60 per linear boat foot per month or \$38.00 per linear boat foot per season. Dock slips: \$9.50 per linear boat foot per month or \$47.50 per linear boat foot per season. Moored Slips are \$8.80 per linear foot per month or \$44.00 per linear foot per season.
 4. The marina agrees to provide to the Boat Owner (Renter) a bank or boat slip(s) at Summersville Lake Marina, Inc. located on Summersville Lake, W.V. upon receipt of this executed contract by the Marina for the 2023 boating season and/or any succeeding 4 seasons if we decide to renew it. The Marina reserves the right to use the rented slip anytime the Boat Owner (Renter) does not have their vessel in the rented slip. The Marina also reserves the right to change or reassign the Renter’s slip at any time in the sole discretion of the Marina.
 5. Failure on your part to read and understand this contract is no excuse for breaking its rules. Take the time now to read and study it.
 6. This contract is to be signed on pages 6 & 7 and all pages returned to us within 2 weeks of the boat slip assignment. FAILURE TO RETURN ALL PAGES OF THIS CONTRACT TO US IS GROUNDS FOR CANCELLING OR TERMINATING THIS CONTRACT.
 7. Transfer Policy: Existing boat slip renters who want to transfer their vessel to a different slip will be handled on a first-come first-serve basis if an empty vessel slip of the appropriate type and size is available. The deadline to request a transfer of vessel is September 15, 2023 each year.
 8. As a result of flooding, droughts, or the end-of-season fall white water releases, the marina may contact you and request that you remove your vessel from the marina complex by a given date. If you are unable to do so because of medical or other reasons, make arrangements for someone else to remove the vessel by the requested date. If you would like to continue the boating season, we will attempt to find a vacant slip for you in deeper water, but cannot assure you of another slip. You are responsible for moving your vessel to the new location. If we have no vacant slips available, and you fail to remove your vessel from the marina complex by the requested date, then a late fee of \$20 (twenty dollars) per day will be billed to your account. Also, failure to remove your vessel within the requested time frame is grounds for cancellation and termination of your contract.
 9. Each season when you moor your vessel or remove it from the marina complex, you are to notify the marina staff. This allows us to know which slips are vacant and helps us to monitor the marina better.
 10. The renter agrees to place All Trash in a properly Tied Trash Bag and to place the bag in the GREEN DUMPSTERS at the bathroom bar gate at the east end of the parking lot. Do NOT place any trash on the parking lot. Do not place any furniture, carpet, poles or lumber in the dumpsters or on the parking lot! If you need a trash bag, ask the marina or dive shop staff for one. This is a simple and reasonable request. It helps us to keep the marina clean. Failure to do this is grounds for us to cancel your contract.
 11. All portable generators are to be mounted and secured safely to the renter’s boat in a manner that prevents it from falling into the lake or coming into contact with the lake water, marina poles, metal

dock frame and/or plates and/or any electrical conducting surface. All electrical cords, wires, and electrical plug-in strips are to be secured properly so as to prevent them from falling into the lake or coming into contact with the lake water, marina poles, metal dock frame and/or plates and/or any other electrical conducting surface. All electrical cords, wires, and electrical plug-in strips are to be inspected often and if found damaged in any way, they are to be replaced. By signing this contract, I/we accept complete liability and responsibility for any electricity and/or any generator(s) and/or wires, cords, and/or electrical plug-in strips in our use or possession or on our vessel or at our dock slip.

12. **DO NOT POUR GASOLINE (FUEL) INTO A GENERATOR'S FUEL TANK WHILE THE GENERATOR IS RUNNING OR "HOT". THIS IS A FIRE HAZARD!**
13. Do not park your vessel at the sewage pump-out station unless you are actually "pumping out" the sewage storage tank of your vessel should it have one. When you finish pumping out your sewage tank, navigate your vessel at least 100 feet away from the station. Failure to follow this request is grounds for immediate cancellation and termination of this contract.
14. **If your boat slip contract is cancelled or terminated by the Marina because you/your family/your guests have violated its rules, you and your family are banned from accessing the marina complex for the purpose of visiting, socializing, or to borrow or use someone else's boat, personal watercraft or vessel. However, if you launch your own boat and want to purchase fuel, ice, and other items from the marina boat house, you may do so. By signing this contract you agree to abide by and adhere to this provision.**
15. **You are NOT allowed to let any former lessee(s) and/or family member(s) of any former lessee(s) who has/have had his/her/their Summersville Lake Marina, Inc. boat slip contract cancelled for failing or refusing to follow and adhere to its rules or for any other reason; to have access to your vessel for navigational purposes and/or for socializing and/or visiting. This/these individual(s) is/are banned from accessing the Summersville Lake Marina, Inc. complex and/or using the vessels / watercraft moored there, with the exception of purchasing fuel, ice and food as outlined in Item #13, unless the Marina agrees to allow such individuals to access the complex.**
16. No one other than the boat owner whose name is on the "Boater Registration Card" are allowed to take a boat from a slip unless written permission is given to the Marina and approved by the Marina. You cannot allow an individual(s) to have marina access to your boat for the purpose of operating or captaining it if they have previously had their own marina contract cancelled or terminated by us because of contract violations or for any other reason.
17. **You cannot place the name of someone who has had their contract cancelled by us for contract violations or otherwise onto the "Boat Registration Card" as an owner of your boat in an attempt to allow them to access the vessel from the marina complex for navigation purposes. This is grounds for cancelling and terminating your contract.**
18. **If you purchase the vessel of a former lessee who has had his/her/their contract cancelled or terminated for contract violations or otherwise, you cannot place the "purchased vessel" into your assigned boat slip for the purpose of allowing the former lessee(s) to have access to that "vessel".**
19. **Only one (1) owner name can appear on a boat's registration card.** If you present a boat's registration card with the names of multiple individuals on it because several individuals own the vessel, the marina owners will choose a name from the boat's registration card. Should that individual stop renting the seasonal slip, the contract will not automatically be passed on to the remaining owners of the vessel. All new renters must come from our lottery. You cannot place multiple names on a boat's registration in an attempt to avoid the lottery. If the name on the boat's registration is in the name of a "business or corporation", then the marina owners will choose an owner's name or the owner's name of the business as the "renter" for this contract. Anyone else will have to sign up for our lottery.
20. **The name/signature of the vessel owner that appears on this contract must match the name of the vessel owner found on the "Boat Owner's Registration Card" attached to this contract or provided to us by April 1, 2023.** The moored vessel's registration numbers must match those numbers on file with the Marina. You cannot moor different vessels in your rental slip or use the slip to sell, lease, show or rent boats or watercraft of any type. You cannot let a friend use your slip for his or her vessel. Failure to comply will result in the cancellation of this contract and the subsequent removal of your vessel from the Marina complex and possible legal action.

21. ***Under no circumstance can the boat owner sell or assign a boat slip to a third party as part of selling a vessel. The Marina owners will assign boat slips at the Marina. The Marina owners will not honor any such transaction unless we have given prior approval of the transfer of the boat slip. Failure to comply with this policy will result in the new vessel owner losing his/her boat slip.***
22. Renters of boat/bank slips cannot rent or sublease their boat or bank slip to another individual or business. Failure to comply will result in the immediate loss of your rental slip and possible legal action.
23. **Do Not Throw Garbage into the waters at the marina complex.** This includes beverage containers and tabs. We perform underwater maintenance each summer. If we discover that you are throwing trash into the lake, we will cancel this contract and notify the DNR.
24. Renters may place a “dock box” on the dock directly in front of their rental slip. The “dock box” is for storage only and can be no bigger than 6 ft. long x 2 ft. wide x 2 feet tall. The marina is not responsible for these storage boxes or the contents kept within.
25. Renters are not allowed to park or place on the boat docks furniture, containers, canoes, kayaks, or any other objects other than one storage box without the express consent of the marina owners.
26. If a renter collides with another renter’s vessel and makes no attempt to report said accident and/or makes no attempt to pay for the damages incurred, the party at fault may at the discretion of the marina owners have their rental contract cancelled.
27. The Renter further agrees to pay the sum of Twenty Five Dollars (U.S.) (\$25.00) per day plus 6% West Virginia Sales Tax for overnight docking of any vessel owned or docked by him/her for which a boat slip has not been assigned.
28. The Renter further agrees that from the hours of 11:00 p.m. through 8:00 a.m. the Renter will not permit any conduct on or around their vessel that would create a disturbance to other boat owners at the Marina. Failure to observe this rule will be sufficient reason on the part of the marina owners to cancel this contract.
29. The Renter agrees to keep the propulsion system (engine(s)) of his vessel in good running (operational) order. All vessels must have a proper working propulsion system. Leaving a vessel with no working engine(s) moored in a slip for extended periods of time would create an unsafe situation in times of emergencies. Failure to address this problem in a reasonable amount of time, as determined by the marina owners, could result in the canceling of this contract and loss of the rental slip.
30. Vessels will not be pumped or bilged by the Marina staff unless requested to do so by the Renter and agreed to by the Marina owners. **It is required that all boats have a working bilge pump with an automatic switch installed.** The Marina is not responsible for any damages incurred to any vessel as a result of storms, flooding, and sinking. **The Marina strongly recommends that the Renter use a full cover or tarp on all boats to help keep rain water from entering the interior of the vessel.**
31. If the Renter leaves the keys to his/her vessel at the office of the Marina, the Marina does not assume responsibility or custody of the vessel nor does it assume responsibility for the safety of the vessel or its contents. In the event that the Renter requires service or repairs to his /her vessel, it shall be the duty of the Renter to advise the Marina of what service personnel have been hired to work on their vessel. Only Renters and their guests are allowed on the docks beyond the marina store and dive shop, or along the shoreline.
32. The Renter shall provide proper moorage lines and fenders for the protection of their boat as well as the boat docks. We recommend using 5/16” to 1/2” braided nylon rope for dock lines and 6” to 10” metal cleats for dock attachments. ***Carpeting and cloth fabric cannot be attached to the boat docks as protection for a vessel. The marina sells metal cleats and dock bumpers.***
33. The Renter agrees that no fuel other than the fuel in the vessels gas tank shall be placed in the boat owner’s vessel, or at any location at the Marina, or on Summersville Lake except at the designated fueling dock located at the Marina’s boat house. “Fuel” shall include gasoline, oil, or any other liquid used to power or run the boat owner’s vessel.
34. ***Renters who own/operate a business and have a permit with the Corps of Engineers to conduct a commercial operation on the lake are not to allow their customers to use the marina facilities to board or exit a vessel. We consider this a commercial activity on marina property and it is strictly forbidden. It is grounds for cancellation of this contract.***

35. *Using your boat to ferry or transport customers on the lake for an offsite business is strictly forbidden without prior approval from the marina owners. This would be considered a commercial or business activity.*
36. Renters of boat slips cannot conduct any type of business or commercial activity on Corps of Engineers or Summersville Lake Marina, Inc. property without the express permission from both of the above mentioned entities. Failure to comply will result in the immediate loss of your rental slip and possible legal action.
37. Renters and their family members and/or friends are expected to show proper respect and cooperation towards fellow patrons and patron property, the Marina owners, Marina/Dive Shop staff, night watchmen, Corps of Engineers staff, DNR Officers, and Law Enforcement officials. Please explain this rule to your family and friends. Violation of this rule by you, your family members and/or friends is grounds for cancellation of this contract.
38. **The Renter(s) by his/her/their signature(s) on this document agree(s) to and does hereby waive and relinquish the right to sue or take any and all legal actions against Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, employees, volunteers, or assigns.** If the Marina determines that a Renter(s) has/have violated the terms set forth in this contract and decides to cancel or terminate this contract, then the Renter(s) by his/her/their signature(s) on this document agree(s) to and does hereby waive the right to sue or take any and all legal actions against Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, officers, employees, volunteers, or assigns. **If the Renter violates this agreement and takes any legal action against Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, employees, volunteers, or assigns; the undersigned agrees by their signature(s) on this contract to pay for any and all of the legal expenses incurred by Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, employees, volunteers, or assigns. IF YOU DO NOT AGREE TO THIS PROVISION, DO NOT SIGN THIS CONTRACT.**
39. Public intoxication, domestic altercations, fighting, disturbing the peace, and illegal drug use or sales are grounds for the immediate cancellation or termination of this contract and possible legal action.
40. The writing of bad checks or the using of bad credit or debit cards as payment to the Marina for rent, fuel, food, and other services is grounds for canceling this contract. Other legal actions can ensue.
41. No credit will be allowed. All purchases of services including gasoline, food, ice, and rent is on a cash, check, or credit card basis at the time of the business transaction. Open charge accounts will not be allowed unless prior approval has been obtained from the Marina owners.
42. The Renter agrees to adhere to all State and Federal laws dealing with safe boat operation.
43. The Renter agrees to adhere to the "No Wake" boat navigation rule as outlined by the U.S. Coast Guard, the Corps of Engineers, and State and Federal law. "No Wake" means "idle speed only" with your vessel so no large waves or wakes are produced that can damage the boat docks and/or moored vessels. Failure to adhere to this rule is grounds for the cancellation or termination of this contract and can also result in possible law enforcement fines.
44. The Renter can have only one (1) vessel per boat slip unless told otherwise by the owners of the Marina.
45. The salvage or raising of any sinking or sunken vessel is the financial responsibility of the registered owner of said vessel.
46. The Marina shall not have any responsibility for motor vehicles or vessels parked on the public parking area adjoining the Marina as such parking area is not our part of this Contract.
47. The Renter agrees to vacate or remove his vessel from the Marina complex within three (3) days of written or verbal notice if the docking facility becomes unavailable for use for any reason.
48. **No daytime or nighttime fishing, swimming, or scuba diving is allowed on, around, or from the boat docks in Coves A or B. No daytime or nighttime fishing is allowed from a Renter's vessel while said vessel is moored or located in Coves A or B. Absolutely No Fishing, Swimming, or Scuba Diving Is Allowed In Either Cove.**

49. When mooring or parking your vessel, approach the boat docks or mooring slip slowly with your vessel so as to reduce the possibility of damaging the boat docks. Should you damage the boat docks, mooring slip, or another patron's boat; you agree by your signature(s) below to pay for any and all damages incurred. Failure to do this is grounds for cancellation and non-renewal of this contract.
50. The Marina will not be responsible for stolen articles such as fishing poles, skies, ropes, batteries, personal belongings, etc., but will offer a \$50 reward for information leading to the arrest and conviction of anyone responsible for stealing said property from a vessel.
51. All dogs on the dock must be on a leash and are the complete responsibility of the owner of said dog.
52. Renters are to wear shoes or foot protection while walking on or utilizing the Marina complex.
53. No running on the boat docks.
54. Keep all personal belongings stored on your boat or in a dock box.
55. When the boating season ends, all vessels are to be removed from the Marina Complex or facility. The Marina will be considered off-limits to all boating and foot traffic. Trespassing is grounds for cancellation of your contract.
56. **Anytime you launch your boat, you must pay the Corps of Engineers launching fee. Marina patrons do not get to launch their vessels for free.**
57. **Do not tie your boat or bumpers to the dock winches, cables, or steel poles.**
58. **If a renter improperly ties a boat to the docks and it results in damages to the docks, then the renter will be billed for the cost of materials and labor required to repair the damages.**

By signing this Contract, the undersigned individual(s) agree to all of the terms of this Contract as specified on Pages 1 through 6 and the Waiver and Release of Liability contained on Page 7.

Name(s) (Please Print):

Signature of Vessel Owner(s): _____ **Date:** _____

Signature of Spouse: _____ **Date:** _____

Phone Number(s): _____ **Other:** _____

Waiver and Release of Liability

Warning: I / we signify by my (our) signature(s) below that I (we) can read, write, and speak the English language and have read and understand everything in this document. **Note: "Marina" means the "Summersville Lake Marina, Inc." located on Summersville Lake, West Virginia.** There are significant elements of risk in any adventure, sports or activity associated with the outdoors, the mooring of vessels at the Marina, the use of Marina facilities or the boat docks, boating, and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate dockage and/or skilled staff so that you can enjoy the Marina and boating in general, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Marina and boating in general. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety, and that of your family, friends, guests, and other participants, prior to accessing the Marina complex and/or using your vessel, it is important that you understand certain risks associated with utilizing the marina facilities, and boating in general with its applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for mooring your vessel at the Marina, using the Marina complex, or enjoying your boating activity, but we do think it is important for you to know what to expect and to be informed of the inherent risks.

Acknowledgment of Risks: I/we acknowledge that the following describes some, but not all, of those risks: 1) Changing water flow, currents, wave action, or boat wakes; 2) Collision with any of the following: the vessel upon which I am the operator or passenger, other participants, other boats or watercraft, the boat docks, and manmade or natural objects such as lake bottom, logs, wood, or rocks; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Mooring the vessel at the Marina and getting in or out of the vessel, 7) Travel, including travel to or from the activity; 8) The presence of insects, snakes, animals, dog bites or dog attacks, and marine life forms, 9) Equipment failure or operator error; 10) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident. 12) Injury or death from broken boards, electrical shock (electrocution), loose or broken mooring cable(s), or damaged or fallen mooring pole(s), protruding nails, or loose or broken bolts. I am (we are) aware that utilizing the Marina complex and engaging in water and boating activities may entail risks of injury or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Express Assumption of Risk and Responsibility: I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in renting a vessel slip and utilizing the Marina facilities is purely voluntary. No one is forcing me/us to participate. I/we verify that I am (we are) physically fit, can read and understand the English language of which this document is written, can speak and understand the English language fluently so as to understand all verbal directions given by the Marina owners and staff; not under the influence of alcohol or drugs at this time and sufficiently qualified, trained and capable to participate in the rental of a vessel slip and the use of the Marina facilities. I/we do not have any medical conditions that could jeopardize my/our safety during the access and use of the Marina complex. Therefore, I/we assume full responsibility for myself/ourselves, our friends, and/or our guests, including any minor children, for which I am (we are) responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/we elect to participate in spite of the risks. I/we assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; burns; cuts, wounds, scrapes, electrocution, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spinal injuries, bite or attack by animals, insects or marine life; allergic reactions; shock, paralysis or death.

COVENANT OF GOOD FAITH: I/we recognize that you, provider of the Marina services, will operate under a covenant of good faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the rental contract of any person you judge to be in violation of the Contract. I/we accept your right to take such actions for the safety of myself/ourselves and/or other participants.

AUTHORIZATION: I/we hereby authorize any medical treatment deemed necessary in the event of any injury while renting a vessel slip and/or accessing or using the Marina facilities. I/we either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I/we agree to any film or photographs of me/us as participants, become your property and may be used for promotional or commercial purposes.

RELEASE OF LIABILITY: In consideration of services or property provided by the Marina, I/we, for myself/ourselves and any minor children for which I am (we are) parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: **SUMMERSVILLE LAKE MARINA, INC. AND/OR LONG POINT SCUBA, INC. dba SARGE'S DIVE SHOP**, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, leasee, municipal and/or government agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all injuries or death, and/or damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself/ourselves) or entity and I/we hereby release and discharge owner and insurer, if any, for any such damage or injuries and agree to indemnify and save Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc., dba Sarge's Dive Shop from any liability relating to any injury or damage which I or any minor children may incur and agree to pay the costs, expenses and attorney fees incurred by Summersville Lake Marina, Inc. and/or Long Point Scuba, Inc., dba Sarge's Dive Shop in the defense of any action or claim brought as a result of any alleged injury and/or damage.

I/WE HAVE READ THE WARNING, ACKNOWLEDGMENT OF RISKS, EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, AND RELEASE OF LIABILITY AND AGREE WITH ALL OF ITS TERMS. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Name(s) (Please Print): _____

Signature of Vessel Owner(s): _____ **Date:** _____

Signature of Spouse(s): _____ **Date:** _____ **Phone:** _____