

AQUA OHIO LAKES
BOATING/FISHING USE PERMIT

Name : _____ ("Holder")

Address: _____

Phone Number: _____

This Permit is effective when signed by the Holder and accepted by the Company, subject to the conditions below:

Subject to the conditions set forth in this Permit, the following privileges are granted:

1. Holder is permitted to use *Evans Lake from June 21, 2009 thru October 18, 2009*.
2. Boating privileges are part of the permit. The holder must also comply with the conditions in this paragraph. All boats must be at least 12 feet in length, maximum 10 HP. No rafts or kayaks are permitted. All private boat access is restricted to Holder.
3. No swimming, wading or "belly boats" are permitted from any location on the Property whether from the shore or boat. Violation of this condition shall result in revocation of this use permit and complete suspension of fishing or boating privileges of Holder.

As the Holder of this Permit, I agree to be bound by these conditions:

1. Entrance to Company Property is prohibited from adjoining private property or from any section or boundary of Company property that is posted against such entrance.
2. **CARRYING OR USE OF ILLEGAL DRUGS, ALCOHOLIC BEVERAGES, OR WEAPONS OF ANY TYPE** (firearms, bows, cross bows, sling shots, and knives whose purpose or necessity is not solely for fishing) **ARE PROHIBITED ON THE PROPERTY**. I will not commit any nuisance or violate any law, statute or ordinance while **ON** the Company property.
3. **SWIMMING and WADING OF ANY TYPE ARE PROHIBITED.**
4. Holder warrants that proper and approved lifesaving and personal floatation devices shall be worn by Holder, Holder's family and Holder's guest(s) whenever boating.
5. This permit is valid only for the designated period and Lake, is **NOT TRANSFERABLE**, and authorizes only the individual signing below to the privileges described herein.

6. This permit may be revoked for violation of any Conditions in this Permit, for violation of other rules or regulations of the Company, or at any time and for any reason, either orally or written, without prior notice and will result in a forfeiture of any fees paid.
7. The Holder agrees to follow the rules and regulations set forth in this permit and all local, state and federal regulations. Any use, whether permitted by this permit or in violation of this permit, of the Property or Lake, will be at Holder's own risk, and Holder understands and recognizes the risks and dangers associated with boating, fishing, use of lakes and waterways, whether marked or unmarked, including hidden danger such as underwater stumps and rocks, unpredictable water depths, wildlife, currents, unpredictable weather, the acts of boaters and others using the lake, failure of watercraft and flotation equipment, and swimming ability.
8. The Holder acknowledges that lake and Property are unprotected by Company, and that Company is providing no boating supervision, life guarding etc. or on site manager. Holder acknowledges use of property at his/her own risk, and responsibility for his/her safety and the safety of his/her guest, and releases all claims against AQUA OHIO, Inc., including claims for negligence, failure to warn or failure to care for the Property. The Holder agrees to release, indemnify, protect, defend, and save harmless the Company, and its corporate parents, subsidiaries, directors, officers, employees, contractors, subcontractors, and all of their employees and agents ("indemnified parties") from and against any and all claims, demands, actions, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorneys' fees and costs of investigation) that may be asserted against or incurred by indemnified parties resulting from, arising out of or related to the Holder's use of the Property or Holder's guest as set forth above, including, without limitation, claims or liabilities arising out of or related to any damage or injury to any person, including loss of life.
9. The Holder acknowledges and agrees that the Company is released from all liability and claims for damages of any kind, by reason of any injuries to any person or persons, or property of any kind whatsoever, and to whomsoever belonging, from, any cause or causes whatsoever while in, upon, or in any way connected to the Property.
10. The Holder acknowledges and agrees that he/she shall avoid causing any damage to the Property, and that he/she shall be solely responsible for any damage that is caused to the Property as a result of the Holder's and/or the Holder's guests or agents entry and/or use of the Property. The Holder agrees to restore the Property to the condition that it is in prior to any activity conducted by the Holder pursuant to this Agreement.

I have read, understand, and agree to comply with the terms and conditions of this Permit, and I understand them, and agree to comply with the terms of this Permit.

Signature of Holder: _____ Date: _____

Validated by a signature of a Company official below:

Signature: _____ Date: _____