

Kayak/Canoe/Sailboat/SUP Storage at IOP Park
INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS
For storage space # _____

This **INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS**, signed this ____ day of _____ 2024 by _____ [print] (“Owner”), relates to Owner's storage of his/her vessel(s) at IOP Park. Owner represents that he/she is a current park member and agrees to the below terms and conditions in exchange for the ability to store the boat inside the IOP Park, lakeside storage rack. Owner agrees to and will pay \$25/year storage. No refunds for early removal.

I. NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY IOPPAO or THE BOARD OF DIRECTORS

Owner is storing the vessel(s) at Owner’s own risk and understands and agrees that by permitting Owner to store the boat at storage rack, the IOPPOA is not assuming the care, custody or control of any vessel.

II. INDEMNIFICATION

To the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless the IOPPOA, The board of directors, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, causes of action and expenses which the POA or any of its officers, volunteers, employees or agents may become liable by reason of any bodily injury or property damage suffered by anyone arising from the Owner's storage of the vessel(s) at the IOP Park.

III. SECURITY AND SUPERVISION

Owner is solely responsible for all supervision of the vessel and for taking security measures for the safety, security, and protection of the vessel. The IOPPOA/Board shall not be responsible for safeguarding Owner’s vessel(s).

IV. WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Owner expressly assumes the risk and legal liability and waives and releases all claims for any bodily injury, property damage or property loss which Owner might sustain arising from the Owner's storage of the vessel(s) at IOP Park. Owner acknowledges that there are certain risks of damage to the vessel(s). Owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Owner may incur arising from the Owner's storage of the vessel(s) in the IOP Park storage rack.

V. REMOVAL OF VESSEL

* The IOPPOA board may revoke this agreement between IOPPAO Board and vessel owner at any time for failure to follow any of the listed rules. (below).

Additionally, upon request, Owner agrees to temporarily remove his/her vessel from IOP Park upon notice of a local Tropical storm warning, Hurricane warning or other any other reason deemed by the Board.

VI. DESCRIPTION OF VESSEL(S)

The following is a description of Owner's Vessel (make, color, markings, identifying features):

1. _____
2. _____

Owner Signature: _____ Date: _____

Address: _____

Phone: _____

Approved by: _____

Storage Rack Rules:

- Hull only storage. No paddles, anchors, accessories of any kind are permitted.
- No covers/tarps permitted.
- Personal cable and lock required.
- No modifications whatsoever are permitted to the vessel rack.

- No change of space number without approval from IOP Board.