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## 2024 KAYAK STORAGE Release and Waiver for Liability and Indemnity Agreement

The undersigned acknowledges that the Cherry Home Shores Association (hereinafter called CHA) is extending a special privilege in allowing him or her to store his or her kayak during the dates provided below. In consideration of the privilege to store kayaks at the CHA common properties (Clubhouse Park, South Park, Central Park, or North Park), the undersigned, for himself or herself and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

**RELEASE** I agree to release, waive, discharge, and covenant not to sue the CHA, its directors, officers, employees, and agents from all liability to me, my personal representative, heirs, and next of kin for any loss, theft, or damage, and any claim or demands therefore on account of injury to my property, whether caused by the negligence of the CHA or otherwise during the dates provided below.

**INDEMNIFICATION** I agree to indemnify and save and hold harmless the CHA from any loss, liability, theft, damage or cost that may incur due to my storing my kayak, upon or about the CHA premises whether caused by the negligence of the CHA or otherwise.

**ACCEPTANCE OF RISK** I understand that the CHA never intended, nor designed the above-mentioned lot to be used as a storage facility and I acknowledge that the CHA does not guarantee the security of the property being stored. In addition, I realize that the lot is not locked, secured or guarded. Therefore, I agree to assume full responsibility for and risk of property damage due to the lack of negligence of the CHA or otherwise while my kayak is stored during the dates provided below.

**POLICY** Storage of kayaks at the CHA common properties is only allowed between the dates of May 1 to October 31 of each year. I agree to only store my kayak on the rack assigned and agree that the rack storage space will be assigned to each applicant by the kayak coordinator appointed by the CHA board. Rack spaces are assigned. I also agree to keep my kayak locked to the rack at all times when not in use. Unlocked kayak may result in removal from the rack by the CHA Board and a call to the member to come and pick up the kayak.

I acknowledge that the permit to store my kayak in the above mentioned common properties is valid only during the time period listed herein. I also agree not to store my kayak in the storage rack until I have submitted this signed agreement to the CHA Kayak coordinator or Secretary of the CHA board of directors and have a rack space assigned.

**CONTACT PERSON** I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for my kayak.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as Michigan law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Name, (last, first) \_\_\_\_\_

Email \_\_\_\_\_

Lot(s) # Owned \_\_\_\_\_ Rack Preference: Clubhouse Park \_\_\_ Central Park \_\_\_ South Park \_\_\_

Kayak Make/Model \_\_\_\_\_ Length \_\_\_\_\_ Weight (lbs) \_\_\_\_\_ Color \_\_\_\_\_

Kayak Make/Model \_\_\_\_\_ Length \_\_\_\_\_ Weight (lbs) \_\_\_\_\_ Color \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Storage Dates: FROM \_\_\_\_\_ TO \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_