

**Rocky Ridge
Kayak Rack Application
2023 Summer Season**

The undersigned Owner of a unit at Rocky Ridge submits this application for allocation, during the summer of 2023, of a spot within the kayak racks at the Rocky Ridge Beach. Each Owner may apply for no more than 2 spots per unit owned at Rocky Ridge.

Each Owner allocated a spot within the kayak racks may store a kayak, paddle board or similar or related equipment within the spot allocated to the Owner during the period from May 15, 2023 to October 15, 2023, so long as such storage does not unreasonably interfere with the reasonable use by other Owners of their allocated spots.

Each Owner allocated a kayak rack spot agrees to reimburse the Association (in the manner specified by the property manager) the amount of \$50 per kayak rack spot allocated to the Owner (which amount represents the allocable share of the costs incurred by the Association in connection with providing the kayak racks, as determined by the Board).

The allocations of kayak spots otherwise shall be made by the Association in accordance with the rules of the Association. Use of the kayak rack spots shall be subject to such further regulations as the board or the property manager may establish from time to time in its or their discretion.

By submission of this application, the undersigned applicant further acknowledges and agrees that:

(a) The use of kayaks, paddle boards or similar or related equipment in or around the Rocky Ridge pier or waterfront involves various risks and dangers (including without limitation strong currents, rough waves, potential traffic with motor boats or jet skis, and/or difficulty and danger in transporting equipment to and from the racks and the Lake), and the Owner assumes completely all such risks. The Owner shall indemnify, protect, defend and hold harmless the Association, its board of directors, its employees, property manager, agents and other representatives, and each of the other Owners of units at Rocky Ridge (collectively, the "Released Parties"), from any loss, claim, damage, cost, obligation or liability arising out of (1) use of the kayak racks by the Owner or its permittees, (2) the use of any equipment or other items stored at the kayak racks, or (3) any other use by Owner or its permittees of the Rocky Ridge pier or waterfront. The Owner further releases and discharges the Released Parties from any and all such losses, claims, damages, costs, obligations or liabilities arising out of use or misuse of the kayak rack spots or any kayaks, paddle boards or similar equipment used in connection with the kayak racks.

(b) The Owner agrees that the Released Parties shall not have any responsibility or liability: (1) for the safety of the kayak racks or any stored equipment; (2) for maintaining the condition of, or for access to, the kayak racks or any spots within the kayak racks allocated to an Owner; (3) for monitoring or maintaining the kayak racks, or for monitoring or maintaining security for equipment at the kayak racks (it being understood that the kayak racks will not be monitored, and that the Owner assumes all risk arising out of use or loss or theft of equipment); or (4) for any inconvenience, loss or damage which an Owner or its equipment may suffer in connection with the Owner's use of the kayak racks.

(c) The Owner shall remove all equipment from the kayak racks by October 15, 2023. The Owner shall be liable for the greater of (1) \$100 per kayak spot and (2) any costs incurred by the Association (including removal or storage charges, as determined by the property manager) should the Owner fail to so remove its equipment. THE OCTOBER 15 DEADLINE IS A FIRM DEADLINE.

Signature of Owner: _____

of rack spots desired (check #):

Name of Owner: _____

_____ One _____ Two

No. of Unit Owned at Rocky Ridge: _____

Home Address: _____

Phone Number: _____

Email Address: _____