

WATER CRAFT RELEASE FORM

This agreement is between Pocono Vacation Properties, Inc. (“Lessor”) and the party leader (“Tenant”) that is a party to the Lease Agreement for rental of 1425 Waterfront Drive, Tobyhanna, PA 18466 (the “Property”) and all occupants listed on the Registration Form (Tenant and occupants collectively referred to as an/the “Operator(s)”). The Operators are granted an exclusive right to use the water craft equipment provided with the rental of the Property during the term of the Lease Agreement. Capitalized terms used in this document and not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement and related forms. Term water craft equipment (“equipment”) refers to canoes, kayaks, paddle boards, life vests, oars, paddles or any other equipment provided.

The Operators hereby:

1. Agrees to assume all risks and responsibilities for use and care of the equipment during the term of the Lease Agreement.
2. Agrees to wear an appropriately sized personal floatation device (PFD) while using the equipment.
3. Agrees not to hold Lessor liable for any personal injury or death from the use of the equipment by the Operators or any member of the party due to any carelessness, neglect, or improper conduct.
4. Understands the maximum weight capacity of the canoe is 800 lbs. and the maximum person capacity is 3 adults. Single person Kayak’s weight limit is 275 lbs., 2-person Tandem Kayak weight limit is 500 lbs. and Stand-up paddle board weight limit is 230 lbs.
5. Agrees in the event the activities of the Operator(s) results in damage to property or personal injury, the Operators will indemnify and hold Lessor harmless from any claims resulting therefrom.
6. Agrees that children under the age of eighteen (18) will not operate the equipment without adult supervision.
7. Agrees the right to use the equipment will co-terminate with the Lease Agreement.
8. Agrees to use the equipment strictly for recreational purposes, to conduct their use of the equipment in strict accordance with the relevant regulations of the laws of the State of Pennsylvania, and indemnify and hold Lessor harmless from any and all activities and the results thereof in violation of such laws and regulations.
9. Agrees they are responsible for understanding boat safety and operation requirements before using the equipment. In addition, the Operators understand they are responsible for reviewing a copy of the PA Boating Handbook, which can be found at <https://www.fishandboat.com>, and agree to operate the equipment in strict accordance with the relevant rules and regulations.
10. Acknowledge persons over the age of 16 are required to obtain fishing licenses as required by the Pennsylvania Fish and Boat Commission. Operators may be ticketed for fishing without a license, resulting in fines that the Operator will be required to pay personally. This information can be found <https://www.fishandboat.com/LearningCenter/FAQs/Pages/FishingLicensesRegulations.aspx>
11. Agrees that Lessor will not be liable for and no refunds will be given for any loss or delay occasioned by any of the following: weather conditions, strikes, riots, or any other event beyond the Lessor’s control that results in the Operators being unable to use the equipment during the Lease Term.
12. Agrees to secure the equipment from damage, theft, and other hazards during the rental period when not in use.
13. Agrees to be responsible for fines, loss, damage, missing items or theft of the equipment in Operators’ possession that occur during their stay, not limited to the amount of the Security Deposit paid in connection with the Lease Agreement. Lessor reserves the right to withhold any monies from the Security Deposit to pay for any fines, loss, damage and/or missing items caused to the equipment or other property by any occupant. If losses exceed the amount of the Security Deposit, the Tenant will be invoiced for the remaining balance.
14. Agrees to abide by the Community Association Boating Rules, attached as Appendix A to this document, as updated and/or periodically amended, and also included in the Regulations Form signed in connection with the Lease Agreement.

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APPENDIX A

COMMUNITY ASSOCIATION BOATING RULES SECTION 7 LAKE ACTIVITIES

1. A boat may not be operated in a negligent manner. This includes, (by State Law), operating a small boat while anyone on the boat is standing, operating a boat while intoxicated, or operating a boat within prohibited marked areas. The owner and operator of a boat are responsible for the safe operation of the boat, and as such, can be held liable for any harm or damage caused by the boat.
2. No boat shall be loaded beyond its safe carrying capacity.
3. State Law requires one Coast Guard approved flotation device in good condition for each person in a boat. The wearing of said device is required while operating any type of boat on Association Lakes.
4. No person shall take his boat into the marked designated swimming areas, nor shall any boat be operated within fifty (50) feet of any designated swimming area when anyone is in the water.
5. No Association owned boats will be allowed on any lake except during Association-approved functions, or scheduled hours of operation.
6. Diving or swimming from a boat is prohibited.
7. There shall be no deliberate capsizing of boats.
8. Only boats, canoes, or watercraft propelled by either oars, paddles, or sails shall be permitted upon the water of any Association Lake. The only exception being the Association Life Guard Boat for emergency purposes only.
9. Any boating accident shall be reported to the Beach Lifeguard on duty, or in his absence, to Public Safety, immediately.
10. Privately owned boats left unattended for more than twenty-four hours in an undesignated area may be moved by the Association with corresponding costs and penalties charged to the owner of said boat.
11. Fishing is prohibited from any dock or beach that is within 50 feet of a designated swimming area while the beach is open.
12. The cleaning of fish at lakeside is specifically prohibited.
13. Fisherman shall observe applicable Pennsylvania State Regulations and the Pennsylvania Fish & Game Commission, including those laws or regulations relating to licensing and catch limits.
14. All types of water activities at private or unattended beach areas shall be at the risk of the swimmer, bather, ice skater or property owner.
15. No boat shall be used within 20 feet of any designated swimming area.

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I have read, fully understand and will comply with all the above stated terms and conditions of the Water Craft Release Form. I further understand this release form is personal and non-transferable.

- 1) ALL PERSONS staying at the home, even if they do not wish to use the equipment, MUST sign below.
- 2) Anyone who is 18 years of age and older must sign for themselves.
- 3) Anyone who is 17 years of age and younger must have a parent or guardian sign on their behalf. The minors name must be printed and date of birth completed. The parent or guardian will sign in the signature box.
- 4) Access will NOT be granted until all signatures are received.
- 5) You may sign this form at the home and text a photo to (484) 432-9791. Forms can also be emailed to info@vacationthepoconos.com.

Arrival Date	Departure Date		
1) Print Name (Tenant)	Signature	<input type="checkbox"/>	Date of Birth
2) Print Name	Signature	<input type="checkbox"/>	Date of Birth
3) Print Name	Signature	<input type="checkbox"/>	Date of Birth
4) Print Name	Signature	<input type="checkbox"/>	Date of Birth
5) Print Name	Signature	<input type="checkbox"/>	Date of Birth
6) Print Name	Signature	<input type="checkbox"/>	Date of Birth
7) Print Name	Signature	<input type="checkbox"/>	Date of Birth
8) Print Name	Signature	<input type="checkbox"/>	Date of Birth
9) Print Name	Signature	<input type="checkbox"/>	Date of Birth
10) Print Name	Signature	<input type="checkbox"/>	Date of Birth
11) Print Name	Signature	<input type="checkbox"/>	Date of Birth
12) Print Name	Signature	<input type="checkbox"/>	Date of Birth
13) Print Name	Signature	<input type="checkbox"/>	Date of Birth
14) Print Name	Signature	<input type="checkbox"/>	Date of Birth

Check box if person is a minor and parent or guardian is signing

