

# Indian Lake Trailer Use Agreement

The Indian Lake trailer may be made available to residents for the transportation of watercraft within the Indian Lake Community.

**Agreement:** Under the terms of this Trailer Use, Waiver of Liability, Assumption of Risk & Indemnity Agreement, the Indian Lake Improvement Association ("ILIA") may authorize me to use the trailer (together with all attachments, equipment and parts, a "Trailer"). As a condition to the use of the Trailer, I represent, agree and covenant that:

- I am insured for bodily injury liability and property damage liability meeting or exceeding the minimum limits of liability insurance in Indiana, and my license to operate a motor vehicle is valid and current;
- To use reasonable care in operating the Trailer;
- Not to allow anyone other than myself or my spouse to use the Trailer or drive a vehicle while hauling the Trailer;
- I am responsible to examine the Trailer and determine that it is in good condition and repair before using it;
- Not to permit any passengers to ride on the Trailer; and
- The Trailer will be used only for the transportation of watercraft and only within the Indian Lake Community.

**Waiver of Liability:** In consideration of ILIA's agreement to permit me to use the Trailer, I, for myself, my heirs, next of kin, spouse, personal representatives or assigns, hereby waive, discharge and agree to release ILIA, its directors, officers, employees, members, volunteers, agents and insurers (collectively, "the ILIA's Parties") from, and covenant not to sue the ILIA's Parties for any liability from any and all claims, including negligence, with respect to personal injury, accident, illness, death and property loss or damage (including loss or damage to my vehicle or any boats hauled on the Trailer) resulting in any way from my use of the Trailer.

**Assumption of Risk:** I fully understand the risks associated with using and towing the Trailer (which include possible personal injury, illness, and property loss or damage) and am familiar with the Trailer and its use and, in consideration of ILIA's agreement to permit me to use the Trailer, I freely assume all such risks.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold harmless the ILIA Parties from any and all claims, actions, suits, proceedings, damages, liabilities, costs and expenses (including attorneys' fees) brought or incurred with respect to personal injury, accident, illness, death and property loss suffered by any members of my party or any third parties resulting in any way from my use of the Trailer. I further agree: to return the Trailer I use in the same condition as received, ordinary wear excepted; to pay for any damage to the Trailer while under my control, or if lost or destroyed, to pay the full value thereof.

**Severability:** I further expressly agree that my waiver of liability and assumption of risk agreements set forth above are intended to be as broad and inclusive as permitted by the law of the State of Indiana and that, if any portion of those agreements is held invalid, I agree that the balance shall nevertheless continue in full legal force and effect.

I have read this agreement and fully understand that by its terms I am giving up substantial rights including the right to sue. I am signing the agreement freely and voluntarily and intend the agreement to be a complete and unconditional waiver and release of all liability to the fullest extent allowed by law.

association lot owner signature

printed

date

lot number

rev 4/21/21