

## **Arrowhead Lake Usage Permit & Boating Rules & Regulations**

Permission is hereby given, unless revoked by APL Properties LLC, to \_\_\_\_\_ (the "Permit Holder") in \_\_\_\_\_, state of Ohio, household member or guest (provided that the guest is accompanied by the Permit Holder), to boat as on the Lake Usage Permit (the "Permit") upon the waters of Lake Arrowhead (the "Premises") subject to the following conditions to which he/she subscribes by:

Permit Holder must comply with all federal, state, and local laws, regulations, rules, requirements, permits and ordinances at all times regarding, but not limited to, fishing and boating.

Persons dwelling within the same household may be included under one Permit as long as each has read and signed said permit and returned the Waiver of Liability back to APL Properties, LLC.

Permit Holder may enter upon Premises with certain watercrafts. Watercrafts (the "Watercraft"), must be designed to be manually propelled by oars or paddles. Rowing shells, johnboats, dinghies, rowboats, canoes and kayaks are acceptable as long as the occupants are isolated from contact with the lake. Boats must not have any thru-holes that would allow contact between the occupants and the lake water. Electric motors are acceptable as an alternate form of propulsion. The maximum length of a motorized craft is 15 feet. Inflatable boats, windsurfers and seaplanes are not allowed. No domestic animals are allowed to be in boats, on the ice, or in the water at any time.

All gasoline or diesel powered engines, containers that transport any type of gasoline and diesel fuel, or anything that uses such fuels, such as, but not limited to: boats, jet skis, snowmobiles, ice augers, generators, seaplanes, stoves or lamps, are prohibited from use on Premises unless otherwise authorized by the APL Properties, LLC.

All boats, anchors, anchor ropes or chains and motors must be free of foreign or exotic vegetation or animals prior to launching. The backing of trailers into lake waters, unless in designated areas, and the overnight storage of trailers along the shores of the Lake is prohibited.

No cans, bottles, boxes, fish, animal or vegetable matter, or any other matter tending to pollute the water shall be thrown into the water of said lake, or left upon shores of said lake. All supplies and debris that is carried in should be carried off.

No firearms or explosives shall be used while on the waters or shores of the Premises.

Use of alcohol and drugs on the Premises by Permit Holder or Permit Holder's agents, invitees, guests, or tenants is strictly forbidden.

No person shall swim, wade, bathe, or cause or allow any animal to go into or upon Premises. Walking or entering upon the Premises' dam and the island is strictly prohibited.

Permit Holders are permitted on Premises from one half hour before sunrise to one half hour after sunset. Such permission to use Watercraft is only valid from April 1<sup>st</sup> until October 31<sup>st</sup> of the year permit is issued. In the event ice is covering the Permit Holder's entrance to the lake, APL Properties, LLC strictly prohibits use of the Premises.

A person may have their boating permit revoked for an Ohio fishing violation or violation of these rules and regulations. The permit fee will be forfeited and will constitute a default of Permit.

All permit holders using the Premises must be registered with APL Properties, LLC and carry a valid picture ID, such as a Driver's License, and have proper documentation indicating authorization to use the Premises. All approved permit holders must sign a waiver of liability form. Permit Holders must have a signed waiver of liability form for all guests in their possession.

Use of the lake is for recreational purposes only. Any fish must be returned back to the waters of which it was caught in.

Life Jackets must be worn according to Ohio State Law. APL Properties additionally requires anyone under the age of 13 to wear a Coast Guard approved life jacket at all times regardless of watercraft and encourages all watercraft occupants to wear life jackets if possible.

Regardless of type, all life jackets must meet these U.S. Coast Guard requirements:

- Life jackets must have a "U.S. Coast Guard Approved" label with approval number listed.
- Since May of 1995, boats less than 16 feet in length (including canoes and kayaks of any length) must be equipped with wearable Personal Flotation Device's for each person on board.
- Each Personal Flotation Device must be the appropriate size for the person who wears it. Size, weight ranges, and recommended uses are listed on the label.
- All straps, buckles, zippers and stitching on a life jacket must be intact and the fabric should be in good condition.
- Life jackets must be readily accessible to occupants of a boat. They should not be stored in sealed packages or in a locked or closed storage area.

#### **"LIFE JACKETS SAVE LIVES"**

APL Properties, LLC may terminate any future permission or allow permission as they deem upon review of application of Permit Holder. Any past permission given to Permit Holder does not constitute APL Properties, LLC allowing permission in the future. An annual review of each application shall take place and take into consideration the activities and conduct of Permit Holder's prior use of Premises prior to approval of Permit.

Upon an event of default under this permit will include, in addition to all other damages set forth in this permit or permitted at law or in equity, the following:

All APL Properties, LLC expenses incurred with respect to the event of default, including, without limitation, reasonable attorney fees, and the cost of any repairs, due to alterations of the Premises.

All costs incurred by APL Properties, LLC to repair any physical damage to the Premises caused by Permit Holder or Permit Holders' agents, invitees, guests, or tenants.

Permit Holder will indemnify APL Properties, LLC and hold APL Properties, LLC harmless from and against all claims, actions, damages, liability and expense in connection with loss, damage, death or injury to person or property occurring in, on or about, or arising out of the Premises, or the use or occupancy of the Premises, or the conduct of operations of Permit Holder or occasioned wholly or in part by any act of negligence of Permit Holder or Permit Holder's agents, invitees, guests, or tenants whether or not APL Properties, LLC may have any obligation to repair or maintain the Premises.

Permit Holder shall not make any alterations or improvements to the Premises.

If any term or provision of this Permit to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Permit, or the application, shall not be affected thereby and each term and provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

In the event of a sale by APL Properties, LLC of the Premises, during the term, and an assumption by the purchaser of APL Properties, LLC's obligations hereunder thereafter arising, APL Properties, LLC shall be immediately and automatically released from further liability under this Permit thereafter arising.

In the event of a scheduled tournament on Premises (such as a fishing tournament), the Permit Holder shall stay off the Premises during such event as given notice by APL Properties in advance. Such restriction shall not exceed 4 days total during permit.

Permit Holder and Permit Holder's agents, invitees, guests, or tenants will faithfully observe and strictly comply such further rules and regulations as APL Properties, LLC may, after notice to Permit Holder, from time to time adopt.

Lake Usage permit per household for the year 2014 is \$530.00 and shall increase by \$15 per year unless amended by APL Properties, LLC or paid for by your condominium or homeowners association. The term shall be valid until October 31<sup>st</sup> of the year permit is issued unless otherwise authorized by APL Properties, LLC.

**Contact Information of Permit Holder:**

Name(s)\_\_\_\_\_

Address \_\_\_\_\_

Phone\_\_\_\_\_ e-mail\_\_\_\_\_

List the description of Boat(s) or any details that may be helpful for identification:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Permit Holder** acknowledges the rules and regulations along with any responsibilities stated herein by signing below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**APL Properties, LLC** acknowledges payment and issuance of permit by signing below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
APL Properties  
11624 South Avenue  
North Lima, Ohio 44452

**APL Properties, LLC**  
**WAIVER OF LIABILITY**  
**LAKE USAGE**

Permit Holder's Name: \_\_\_\_\_  
(I, "me", "my" or "mine")

Permit Holder's Home Address: \_\_\_\_\_

Permit Holder's Phone Number(s): \_\_\_\_\_

I, being the undersigned, in consideration for use on Arrowhead Lake, Columbiana, Ohio (the "Lake"), hereby indemnify and save harmless APL Properties, LLC and its members, officers, Board of Directors, agents, employees and volunteers of and from any and all liability for personal injuries, damages, or death which I or any passenger or other operator of watercraft owned, rented or used by me (the "Watercraft"), and operated on the Lake or at any docks or shoreline or otherwise may hereafter sustain while operating the Watercraft on the Lake or at any docks or shoreline or otherwise.

I hereby agree to operate Watercraft in a safe and courteous manner on the Lake or at any docks or shoreline or otherwise and comply with all Boating Rules and Regulations of APL Properties, LLC.

I have no knowledge of any physical impairment that would affect or be affected by me or anyone else in my presence operating any Watercraft on the Lake or at any docks or shoreline or otherwise. I acknowledge that such operation is an activity that may include among other things physical contact with others and objects, including but not limited to other watercraft, that may incur a risk of injury or death. I understand that the use of alcohol and drugs or any impairment due to the use of alcohol and drugs is strictly prohibited by operators and passengers.

I specifically waive and give up and hereby release APL Properties, LLC and its members, officers Board of Directors, agents, employees and volunteers for any claim for damages which I may have for injuries or illness that I or any passenger of mine may sustain operating Watercraft on the Lake or at any docks or shoreline or otherwise.

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Date