

**Boat/ Boat Trailer Rules and Agreement**  
**Deep Creek Landing, LLC**  
**(4/17 version)**

1. All boats with motors or on trailers must be stored in the boat storage area or removed from the property if not in use.
2. There will be a \$300.00 annual fee for use of the boat storage area.
3. Campers who need to store non boat trailers are also allowed to use the boat storage area under the same terms and conditions as if a boat/boat trailer.
4. If the motor is 25 h.p. or larger, liability Insurance on the boat is required and proof of the insurance may be required.
5. Each site will be permitted to have no more than two boat(s)/boat trailer(s) but must be in the same name as the site contract.
6. Boat/boat trailers must be maintained on a regular basis to insure that its can be safely operated.
7. You agree to operate the boat safety and responsibly, to become familiar with the operation and required safety issues.
8. You agree to contact the property's staff if you or other operators cause any damage to persons or property through the use of the boat or the boat trailer. Camper leasing the site is responsible for any and all costs if damage is incurred to boat ramp, docks or any other property caused be the boat or boat trailer.
9. You understand that a boat and boat trailer is subject to NC laws and therefore agree that it will be operated in accordance with the laws of the NC and Onslow County, including but not limited to the requirements that persons driving the boat must not be under the influence of alcohol and/or illegal drugs. You agree to operate the boat in a responsible manner. The boat must have a current registration and have a valid sticker from NC Wildlife.
10. Since each boat/ boat trailers is registered to a site, it may be operated by other members of the family who meet the requirements set forth in the Agreement, but the boat may not the lent to or operated by guests or other persons.
11. The owner of the boat/ boat trailer is responsible to see that the boat/ boat trailer is properly stored when not in use. If left on the camper's site other when in daily use, Camp ground staff may move the boat to the storage area for a \$50.00 fee or charge a \$100.00 monthly fee if unable to move to the storage area.
12. Assumption of Risk, Release of Liability and Indemnification. In consideration of the Released Parties (as defined below) allowing you to keep your boat/ boat trailer on the property and use camp ground boat ramp and dock area, you voluntarily and expressly agree to accept and assume all risks arising from its use while on the property or waters approaching the property, including but not limited to, the risks of death, injury, and property loss or damage, whether caused by you or other persons and whether or not caused by any act or omission of the Released Parties.
  - \_\_\_Initials The term "Released Parties" means the owners of the property, Deep Creek Landing, LLC and their respective affiliates, shareholders, partners, directors, officers, employees and age.
  - \_\_\_Initials In consideration of the Released Parties allowing you to launch and keep your boat/ boat trailer on the property, you hereby release and discharge the Released Parties from any and all liabilities, claims, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of the use of your boat/ boat

trailer on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties.

- \_\_\_Initials In consideration of the Released Parties allowing you to use your boat/ boat trailer on the property, you hereby agree to hold the Released Parties harmless from, and to indemnify them against, any and all liabilities, claims, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of the use of your boat/ boat trailer on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties. The indemnification provided for in this paragraph shall survive any termination or expiration of this Agreement.

You represent that you have read the Boat/ Boat Trailer Rules and Agreement, understand the contents of this document and sign it of your own free will. You represent that you (the person signing this Agreement) is 21 years or older and that you possess a valid driver's license. You agree that only persons allowed to operate the boat fulfill the legal requirements of the State of North Carolina.

Name \_\_\_\_\_ Phone number \_\_\_\_\_  
Address \_\_\_\_\_  
Site # \_\_\_\_\_ Insurance Company \_\_\_\_\_ Policy# \_\_\_\_\_  
Expiration Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date