

**AQUA OHIO LAKES  
UNITED WAY BASS CLASSIC**

Name : \_\_\_\_\_ ( "Participant" )

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

This waiver is effective when signed by the Participant and accepted by the Company, subject to the conditions below:

As a Participant in the United Way Bass Classic, I agree to the following rules and regulations as set forth by Aqua Ohio Lakes:

1. The Participant is permitted use of *Evans and/or Pine Lakes the weekend of May 25-26, 2019 for practice. You will be permitted to fish on each lake on a specific day (Saturday on one lake and Sunday on the other). That schedule will be determined soon and communicated to the participant.*
2. The Participant is permitted use of both Evans Lake and Pine Lake on **June 1, 2019 for the day of the event.**
3. The Participant must comply with the conditions in this paragraph. All boats must be at least 12 feet in length and outboard motors (up to 250 HP) can be used for this event only. **No rafts, sailboats or kayaks are permitted.**
4. To prevent the introduction of zebra mussels and other invasive species, all boats must be launched from the Company's boat ramp.
  - The ramp will be opened only by Aqua staff by prior arrangement.
  - Prior to each entry on Aqua lakes, each boat must be inspected and cleaned per Aqua standards; or
  - Quarantined under Aqua supervision for 48 hours
5. No swimming, wading or "belly boats" are permitted from any location on the Property whether from the shore or boat.
6. All Participants, acknowledge that water levels will fluctuate, especially during dry years. Aqua makes no guarantee that water levels will be sufficient for boating activities.
7. Restricted areas

- a. No fishing or boating is permitted within the spillway / intake zone of Evans Dam, as marked by a string of buoys.
- b. No fishing or boating is permitted on company property downstream of the Evans spillway (to the North Lima Road bridge).
- c. Only company vehicles are permitted on the crest of any of the lake dams.

As a Participant of the Bass Classic, I agree to be bound by these conditions:

1. The Participant must abide by Aqua Ohio's watershed protection plan
2. Entrance to Company Property is prohibited from adjoining private property or from any section or boundary of Company property that is posted against such entrance.
3. **CARRYING OR USE OF ILLEGAL DRUGS, ALCOHOLIC BEVERAGES, OR WEAPONS OF ANY TYPE** (firearms, bows, cross bows, sling shots, and knives whose purpose or necessity is not solely for fishing) **ARE PROHIBITED ON THE PROPERTY.** I will not commit any nuisance or violate any law, statute or ordinance while **ON** the Company property.
4. **SWIMMING and WADING OF ANY TYPE ARE PROHIBITED.**
5. Participant warrants that proper and approved lifesaving and personal floatation devices shall be worn by Participant whenever boating.
6. This permit is valid only for the designated period and authorizes only the individual signing below to the privileges described herein.
7. The Participant agrees to follow the rules and regulations set forth in this permit and all local, state and federal regulations. Any use, whether permitted by this permit or in violation of this permit, of the Property or Lake, will be at Participant's own risk, and Participant understands and recognizes the risks and dangers associated with boating, fishing, use of lakes and waterways, whether marked or unmarked, including hidden danger such as underwater stumps and rocks, unpredictable water depths, wildlife, currents, unpredictable weather, the acts of boaters and others using the lake, failure of watercraft and flotation equipment, and swimming ability.
8. The Participant acknowledges that lake and Property are unprotected by Company, and that Company is providing no boating supervision, life guarding etc. or on site manager. Participant acknowledges use of property at his/her own risk, and responsibility for his/her safety and releases all claims against AQUA OHIO, Inc., including claims for negligence, failure to warn or failure to care for the Property. The Participant agrees to release, indemnify, protect, defend, and save harmless the Company, and its corporate parents, subsidiaries, directors, officers, employees, contractors, subcontractors, and all of their employees and agents ("indemnified parties") from and against any and all claims, demands, actions, liabilities, losses,

damages, penalties, costs and expenses (including reasonable attorneys' fees and costs of investigation) that may be asserted against or incurred by indemnified parties resulting from, arising out of or related to the Participant's use of the Property, including, without limitation, claims or liabilities arising out of or related to any damage or injury to any person, including loss of life.

9. The Participant acknowledges and agrees that the Company is released from all liability and claims for damages of any kind, by reason of any injuries to any person or persons, or property of any kind whatsoever, and to whomsoever belonging, from, any cause or causes whatsoever while in, upon, or in any way connected to the Property.
10. The Participant acknowledges and agrees that he/she shall avoid causing any damage to the Property, and that he/she shall be solely responsible for any damage that is caused to the Property as a result of the use of the Property. The Participant agrees to restore the Property to the condition that it is in prior to any activity conducted by the Participant pursuant to this Agreement.

I have read, understand, and agree to comply with the terms and conditions of this Permit, and I understand them, and agree to comply with the terms of this Permit.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Signature (if participant is under 18): \_\_\_\_\_  
Date: \_\_\_\_\_

Validated by a signature of a Company official below:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_