

BETWEEN:

LAKE LIFE PROPERTIES LTD. (LLP)

AND:

By completing below, I acknowledge that I have read Sandy Shores Marina Rental Terms and Conditions attached hereto as Schedule A and that the terms of the same are hereby incorporated into this agreement and form an integral part of this lease agreement. I agree to be bound by the Sandy Shores Marina Rental Terms and Conditions. I further agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with, or related to my use and/or my child(ren)'s use of the boat launch, dock, marina, parking lot, and marina facilities located at Lake Diefenbaker, even if such risks may have been caused by the negligence of the Lake Life Properties Ltd.
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I and/or my child(ren) might sustain while using the boat launch, dock, and marina located at Lake Diefenbaker, even if such loss or damage may have been caused by the negligence of the Lake Life Properties Ltd.
3. TO HOLD HARMLESS AND INDEMNIFY LAKE LIFE PROPERTIES LTD.:
 - From any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my and/or my child(ren)'s use of the boat launch, dock, and marina; and
 - From any and all claims, demands, actions, and costs which might arise out of my and/or my child(ren)'s use of the boat launch, dock, and marina, even though such claims, demands, actions and costs may have been caused by the negligence of the Lake Life Properties Ltd.
4. TO ACKNOWLEDGE AND ACCEPT THAT the slip is being rented in an "as is" condition and no refunds will be issued for any reason. The renter agrees that he/she has made all inquiries and conducted all diligence to inspect the current conditions of the slip and all currently available amenities, and that Lake Life Properties has afforded them adequate opportunity to do so.
5. AS A CONDITION TO THIS AGREEMENT and prior to use of the marina, the lessee shall execute the rental terms agreement, and upon such execution of the agreement the same is incorporated into and is to be considered part of this agreement.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY I AM KNOWINGLY AND WILLINGLY AGREEING TO RELEASE LAKE LIFE PROPERTIES LTD FROM ALL LIABILITIES INCIDENT TO MY AND/OR MY CHILD(REN)'S USE OF THE BOAT LAUNCH, DOCK, and MARINA, INCLUDING, OF ALL LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE.

I HAVE READ AND UNDERSTAND: Stop Aquatic Invasive Species. Please confirm you have read and agree to follow all practices related to [Clean, Drain & Dry Your Boat](#)

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YES

Initial: _____

I UNDERSTAND THAT IT IS MY SOLE RESPONSIBILITY TO HAVE 3RD PARTY INSURANCE. I UNDERSTAND THAT SANDY SHORES/LAKE LIFE PROPERTIES LTD. WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY MY WATERCRAFT TO THE PROPERTY OF SANDY SHORES OR OTHERS.

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YES

Initial: _____

This agreement is to be binding upon myself, my heirs, executors, administrators, and assigns, in the event of my death or incapacity.

Signed at _____, Saskatchewan, this _____ day of _____, 202____.

Renter signature: _____

Lake Life Properties Ltd.

Renter Printed Name: _____

Slip #:

Schedule A

Sandy Shores Marina Rental Terms and Conditions

Marina Agreement including all rules and regulations of the marina must be signed before the slip rental is finalized.

Rules will include but are not limited to:

- 1) Use of the marina is at your own risk. There is inherent risk due to weather, water, sloped surfaces, and nearby motorized vehicles.
- 2) Quiet time is from 11:00 p.m. to 7:00 a.m. Violations can result in termination of lease without warning.
- 3) The Marina is open for annually from the Friday of the May long weekend until the Monday of the September long weekend. All watercraft must be removed from the water no later than the Monday of the September long weekend unless previously agreed to in writing with the owner of the Marina. Any agreement to extend this time frame is completely within the discretion of the owner of the Marina.
- 4) Children must always be under the supervision and responsibility of an adult. We suggest for the security of your children they wear a life jacket while at the Marina.
- 5) No running.
- 6) All dogs must be on a leash and owners must pick up after their dogs. Failure to do so, will be cause to expel the dog from the Marina permanently.
- 7) Outside contractors and lessees (mechanical, electronic, cleaning/waxing, etc.) are permitted to work on Sandy Shores Marina and Lake Life Properties Ltd. property, only if Sandy Shores Marina and/or Lake Life Properties Ltd. has given written authorization and the sub-contractor has signed a waiver indicating third party liability. Lake Life Properties Ltd. and Sandy Shores Marina reserve the right to expel from the property any outside contractors who have not been approved to work at the Sandy Shores Resort Marina. No unauthorized repairs will be allowed.
- 8) There is to be no alterations, adjustments or extras added to the docks or slips without written permissions from Sandy Shores Marina and/or Lake Life Properties Ltd.
- 9) No boat lifts are allowed other than those supplied by Sandy Shores Marina and/or Lake Life Properties Ltd. Boat lifts can be supplied subject to an additional fee
- 10) Barbecuing is permitted on board a vessel providing that the barbecue is securely attached to the boat (no hibachis or barbecues permitted on the docks).
- 11) Absolutely NO WAKE within the marina.
- 12) For the safety and security of everyone in the marina, no electric cords, hoses, or any other material can be placed on the docks. Docks must be free of all obstructions.
- 13) All garbage to be put in the garbage bins.
- 14) All sail boats must have their sails properly tied-up and the ropes cannot hang loose during the night.
- 15) All boaters must renew their contract annually as set out by Sandy Shores Marina and Lake Life Properties Ltd. Slips not paid for by due dates, can and will be made available to other patrons.
- 16) All boaters must have insurance on their watercraft including fire, theft, weather, other damage or loss, and liability insurance coverage (minimum coverage of \$2,000,000). It is the boater's sole responsibility to ensure they have 3rd party insurance to cover any damages caused to a 3rd party. Sandy Shores will not be responsible for any damages caused by boater to other's property, or to Sandy Shores Property.
- 17) Subleasing of your slip or allowing another boat to use your slip is not allowed without approval from Sandy Shores Marina and/or Lake Life Properties Ltd.
- 18) No refueling of boats while moored in the Marina. Fuel vapors can settle on the surface of the water and create an explosive environment beneath the docks. Fueling is only allowed at approved fueling station.
- 19) Fuel containers are not permitted on vessels overnight while moored as it is a fire hazard.

- 20) Parking areas will be for vehicles only. Overnight trailer or boat parking is strictly forbidden. Fines of \$50 per day AND towing fees are applicable. Vehicles and trailers must have current registration.
- 21) No fishing or guiding is allowed as there is an exclusive guiding service established.
- 22) Any business operating out of the marina requires the approval of Sandy Shores Marina and/or Lake Life Properties Ltd. and is subject to fees set by Lake Life Properties Ltd.
- 23) No fishing is allowed in the marina area.
- 24) No swimming is allowed in the marina.
- 25) No towing of tubes or other devices is allowed in the marina area.
- 26) No bikes on the Marina docks at any time.
- 27) Sandy Shores Marina and/or Lake Life Properties Ltd. shall determine, at its sole discretion, where the boat, and any additional equipment are to be stored or moored. Sandy Shores Marina and/or Lake Life Properties Ltd. may in its sole discretion and without notice to the Owner, relocate the boat and additional equipment from time to time as it may deem necessary.
- 28) Violations of the rental terms to conditions will result in slips loss without notice or refund.