



**TAHOE DONNER ASSOCIATION (“TDA”)  
BOAT LAUNCH USE AGREEMENT**

OWNER NAME: \_\_\_\_\_ SPOUSE NAME: \_\_\_\_\_

TD STREET ADDRESS: \_\_\_\_\_ UNIT: \_\_\_\_\_ LOT: \_\_\_\_\_ PHONE: (    ) \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

YEAR & MAKE OF VESSEL: \_\_\_\_\_ CF NUMBER.: \_\_\_\_\_

LENGTH: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_ POLICY NO.: \_\_\_\_\_ COPY RECEIVED: \_\_\_\_\_

**CERTIFICATE OF INSURANCE NAMING TDA  
AS ADDITIONALLY INSURED MUST ACCOMPANY THIS FORM**

**YOUR SIGNATURE BELOW INDICATES YOUR AGREEMENT TO ABIDE BY THE TERMS  
AND CONDITIONS STATED BELOW--PLEASE REVIEW THEM CAREFULLY**

Boat must be launched and used ensuring safe operations on TDA property. Boat must be maintained to ensure safe operating condition by Owner, at the sole expense of Owner. Boat may not be stored or left unattended on TDA property. If TDA becomes aware, at any time, that the Boat is not being launched or used on TDA property in an unsafe manner, the permission granted hereunder is subject to immediate suspension by any authorized representative of TDA, during which time use of the Boat on TDA property shall be prohibited. Reinstating use permission will require Owner’s demonstration, to TDA’s satisfaction, and at TDA’s sole discretion.

Owner must maintain general liability insurance, covering ownership, use and operation of the Boat, with coverage of a combined single limit of \$300,000. Tahoe Donner Association shall be named as additionally insured under said policy and will be provided such a certificate indicating that the insurance will not be canceled or materially changed without at least 30 days’ prior written notice to TDA.

The use permitted under this agreement is non-transferable. Only the Owner and Spouse, as named above, and members of their immediate family who have a valid Tahoe Donner ID card and are at least 16 years of age and possess a valid driver license, as named at the end of this agreement (any of whom are herein referred to as “Operator”), may operate the Boat on TDA property.

A co-owner of the Boat, unless a member of Owner’s immediate family and named at the end of this agreement, must make a separate application for use permission, and pay the applicable fee, in order to be granted permission to use the Boat on TDA property.

Only TDA Property Owners may utilize the boat launch. Renters, lessees or guests are not allowed these privileges.

This agreement becomes effective only after acceptance by TDA. This agreement, and the permission granted hereunder, shall expire at the conclusion of the current year’s TDA summer season.

Operator must observe all rules while launching their Boat on Association property; these include, but are not limited to:

Operator must check-in prior to each launch of the Boat.

Current “annual” decal must be displayed on the drivers’ side (left) of the Boat at all times.

Owner shall operate the Boat in a safe and courteous manner.

Launch of the Boat by anyone other than the Operators named herein is prohibited at all times.

In the event Boat becomes disabled on Association property, Owner hereby agrees to notify staff and coordinate safe removal within a reasonable timeframe.

**Any violation of the posted rules or of the terms and conditions of this agreement will invalidate this agreement and the permission granted hereunder, and result in potential member disciplinary actions as outlined in association procedures. Reinstatement of boat launch use privileges will require a new application, and will be subject to approval by the Board of Directors.**

**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND, FOR MYSELF AND ON BEHALF OF THE OTHER NAMED OPERATORS, AGREE: TO ABIDE BY SAID TERMS AND CONDITIONS WITH REGARD TO THE OPERATION OF MY BOAT ON TDA PROPERTY; TO RELEASE, AND HOLD TDA, ITS EMPLOYEES, DIRECTORS AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS OF LIABILITY FOR PROPERTY DAMAGE OR LOSS, OR FOR PERSONAL OR ECONOMIC INJURY; AND TO INDEMNIFY AND DEFEND SAID PARTIES AGAINST ANY SUCH CLAIMS, WHICH MAY ARISE OUT OF OR BE IN ANY WAY RELATED TO THE MAINTENANCE OR OPERATION OF MY BOAT BY ME OR ANYONE ELSE.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

“OPERATORS”, OTHER THAN OWNER AND SPOUSE NAMED ABOVE, WHO MEET THE REQUIREMENTS STATED:  
(Must have current member cards, please provide full names)

\_\_\_\_\_

Computer Data Completed \_\_\_\_\_

*Revised 04/21/16*