

**MT. KEMBLE LAKE ASSOCIATION and LAKESHORE COMPANY**  
(collectively, the “**Associations**”)  
**OFF-ROAD VEHICLE LICENSE, WAIVER OF LIABILITY, ASSUMPTION**  
**OF RISKS AND INDEMNITY AGREEMENT** (hereinafter the “**Agreement**”)

I, \_\_\_\_\_ with an address at \_\_\_\_\_ (the “**Licensee**”), being a member of one or both of the Associations, understand and intend to be legally bound by this Agreement. I am over eighteen (18) years of age.

1. **Acknowledgment:** Licensee acknowledges and represents that the Licensee is a member, shareholder, and/or resident of the private lake community commonly known as Mt. Kemble Lake (the “**Community**”). Licensee also acknowledges that the operation of an Off-road Vehicle (as defined below), or any other vehicle, is hazardous and poses risk of injury and death to the Licensee and to others and poses risk of damage to property. Licensee acknowledges that there are risks and dangers in connection with the Licensee’s operation of an Off-road Vehicle. Licensee acknowledges that the Licensee’s operation of an Off-road Vehicle is not restricted by any medical or other condition or limitation that would risk increase the risk or would endanger or increase the danger of and to the health, safety or life of the Licensee or others and that Licensee has and shall maintain any applicable motor vehicle license, registration and insurance required to own and operate of the Off-road Vehicle within the Community, including requirements in the MKL Rules and Regulations.
2. **Waiver and Release:** Licensee, for itself and for its heirs, personal representatives and assigns, does hereby give up any and all claims and rights that Licensee has now or may have in the future against the Associations. In exchange for the rights granted by the Associations to the Licensee and for other good and valuable consideration, Licensee releases the Associations and their respective officers, trustees, directors, managing agents, shareholders, employees, agents, representatives and contractors (collectively, the “**Indemnified Parties**”) from any and all liabilities, claims, losses, damages, and costs (including reasonable attorneys’ fees, courts costs, filing fees, and costs of experts, witnesses and consultants), including personal injuries, accidents, illnesses, death, and property loss (collectively, “**Claims**”) arising out of or in connection with the Licensee’s ownership and operation of an Off-road Vehicle within the Community. Licensee releases, waives, discharges, and covenants not sue any of the Indemnified Parties or otherwise pursue any Claims to the fullest extent permitted by applicable laws.
3. **Assumption of Risks:** Licensee, for itself and its heirs, personal representatives and assigns, recognizes that there are inherent risks associated with the ownership and operation of Off-road Vehicles, particularly at, upon, within and around the Community, including, but not limited to, potential personal injury, accident, illness or death. Licensee assumes all responsibility, risk and liability, whether contemplated or not, direct or indirect, for and in connection with the Licensee’s ownership and operation of an Off-road Vehicle within the Community.
4. **Indemnification:** Licensee agrees to indemnify, defend, and hold harmless the Association and the other Indemnified Parties from and against any and all Claims that may occur or may be alleged to have occurred as a result, directly or indirectly, from the Licensee’s ownership or operation of an Off-road Vehicle and from any negligence, acts, omissions or willful misconduct, regardless of whether such injury or damage is caused in part by the contributory negligence or acts or omissions of any of the Indemnified Parties, to the fullest extent permitted by applicable laws. Licensee further agrees to indemnify and hold the Indemnified Parties harmless from any and all Claims by and to third parties occasioned, injured, or affected by the Licensee’s performance or non-performance of this Agreement.

5. **Applicability:** Licensee acknowledges and understands that permission to the Licensee to operate an Off-road Vehicle within the Community may be revoked at any time and for any reason or no reason by the Associations and their agents, employees or other authorized representatives in their sole and absolute discretion. Licensee further acknowledges that the Licensee will adhere to the Rules and Regulations of the Associations in connection with the ownership and operation of an Off-road Vehicle within the Community and that Licensee will be responsible for any Claims or other consequences of its failure to observe such Rules and Regulations.
  
6. **Violation:** Failure to comply with any terms or conditions of this Agreement and failure to remain a member in good standing of either of the Associations is ground for immediate termination of this License Agreement and shall subject the Licensee to fines or other penalties which may be imposed pursuant to the governing documents and Rules and Regulations of the Associations, from time to time. Licensees are responsible for all damages arising from the use of the Off-road Vehicle (other than ordinary wear and tear) and for all costs and expenses which may be incurred by the Associations (including reasonable attorneys fees, courts costs, filing fees, and costs of experts, witnesses and consultants) in enforcing any of the terms and conditions of this Agreement, including the collection of any fines imposed under this Agreement. The Licensee is responsible for all acts, omissions and damages caused by or resulting from the acts or omissions of the Licensee and anyone operating the Licensee's Off-road Vehicle.
  
7. **Binding Affect:** Licensee is bound by this Agreement. Anyone who succeeds to Licensee's rights and responsibilities, such as an heir or the executor of its estate, is also bound. This Agreement is made for the benefit of the Associations and the other Indemnified Parties and all who succeed to their rights and responsibilities.
  
8. **Signatures:** Licensee understands and agrees to the terms of this Agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Licensee (please print)

\_\_\_\_\_

Signature of Licensee

\_\_\_\_\_

Address of Licensee

Description of Off-road Vehicle licensed under this Agreement:

\_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

License Plate: \_\_\_\_\_

## TERMS AND CONDITIONS OF AGREEMENT REGARDING OFF-ROAD VEHICLES

- 1) Off-road Vehicle Defined. As used in this Agreement, an “Off-road Vehicle” means and includes, by way of example and not limitation, a vehicle, such as a motorcycle, “dirt bike”, moped, scooter, “all-terrain” vehicle, golf cart, or any other vehicle that is not required to be licensed by the State of New Jersey for operation on any streets (as defined in Title 39, the New Jersey statutes regarding motor vehicles, and any other applicable laws) (collectively, “**Laws**”).
- 2) Registration and Insurance. If and to the extent required, the Off-road Vehicle must be licensed and must be insured in accordance with Laws, and/or as required by Community Rules and Regulations. Upon request by the Associations, and any authorized representative of the Associations, proof of registration and insurance (or proof of exemption or inapplicability) shall be provided.
- 3) Permitted Areas within the Community. The Off-road Vehicle may only be operated upon and within the roads and common areas or common property of the Community.
- 4) Association Rules. The Off-road Vehicle shall be properly maintained and muffled. The operation of any Off-road Vehicle shall be subject to all Laws and shall also be subject to the Rules and Regulations of the Associations, including but not limited to speed limits, rights of way, yielding requirements, safety equipment, and helmet Laws.