

SHENIPSIT LAKE RESERVOIR

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Release of Liability, Wavier of Claims, Assumption of Risk and Indemnity Agreement (the “**Agreement**”).

IN CONSIDERATION of being permitted to utilize The Connecticut Water Company (“**CWC**”) property at Shenipsit Lake Reservoir for the sole purpose of storing and hand-launching a vessel in accordance with the terms and conditions of the fishing and hiking permit granted to the CWC from the State Department of Public Health (DPH), the UNDERSIGNED HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS TO THE FOLLOWING ON HIS OR HER BEHALF AND/OR BEHALF OF HIS/HER CHILDREN OR GUESTS (herein referred to as the “**Undersigned**”):

1. This Agreement is only valid during the 2025 season.
2. All individuals, 16 years and older must possess a current valid CT fishing license. Individuals under that age of 16 must be accompanied by an adult at least 16 years of age with a valid CT fishing license.
3. The following activities are **STRICTLY PROHIBITED**:
 - i. Swimming in the reservoir or any tributaries;
 - ii. Wading in the reservoir or any tributaries;
 - iii. Littering;
 - iv. Smoking;
 - v. Alcoholic beverages;
 - vi. Fishing in restricted areas (including buoyed areas around CTWC aerators and intake channel to spillway and treatment plant);
 - vii. Hunting or trapping;
 - viii. Pets not leashed on dry land;
 - ix. Motors (motor bikes, snowmobiles, motorized vehicles or vessels of any type except boats propelled by electric motors, etc.);
 - x. Fires;
 - xi. Camping;
 - xii. Removal of vegetation, animals, or minerals;
 - xiii. Vendors;
 - xiv. Carrying or discharge of firearms or dangerous weapons;
 - xv. Bicycles;
 - xvi. Horses;
 - xvii. Activities of any type, including fishing, on the ice of a frozen reservoir or tributaries;
 - xviii. Disposal or discharge of wastes or other substances into a reservoir or tributary; and
 - xix. Cleaning of fish within 250 feet of any waterbody.
4. All persons using CWC land shall:

- i. obey all orders and directions of the CWC staff and security;
 - ii. remain only in the permitted areas/marked trails within any legal season of the activity and park in designated areas only; and
 - iii. prior to participating have all required licenses, permits, and any prerequisite training.
5. All body wastes must be disposed of in sanitary facilities.
6. The undersigned agrees that any personal property (vessels or other equipment) is stored solely at the owner's risk.
7. To prevent the introduction of invasive species into Shenipsit Lake, all boats must be washed prior to delivery to the boat storage area. In the month of April, a 72-hour boat quarantine period is required prior to use on the reservoir. All other months require a 5- day quarantine period.
8. The undersigned agrees they must be present in the vessel whenever such vessel is used on the reservoir with the exception of vessel use by a designated "additional boater." A designated additional boater must be registered with CWC and have all the required licenses, permits, and any prerequisite training required to operate a vessel.
9. All boats are to be used for fishing only.
10. Fishing and the launching of boats is from sunrise to sunset (times vary throughout the season). All boats must be in and secured one-half hour before closing. Hours of operation will be posted at the boat storage facility.
11. Exiting the boat at any point on the shoreline other than the boat launch area is prohibited.
12. All boats must be signed-out by the Lake Monitor on duty prior to each use. **ALL BOATS MUST BE SIGNED OUT PRIOR TO LAUNCHING.**
13. Any violation of these or any other rules, regulations or laws of the Shenipsit Lake Association, CWC, Department of Energy and Environmental Protection, DPH, or violations of any Permit Conditions or Boat Storage Agreement is reason for termination of assigned boat slip as stated in the Boat Storage Agreement.
14. All boaters must be in possession of sufficient personal floatation devices; and a "Safe Boating Certificate" for certification of completion of a United States Power Squadron Public Boating Course, or other material evidence of competency.
15. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal

discipline may reduce this risk, the risk of serious illness and death does exist. I understand that my participation might involve certain risks, including, but not limited to: physical or psychological injury, pain, suffering, injury, illness, temporary or permanent disability, death, and economic or emotional loss.

16. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS THE CONNECTICUT WATER COMPANY AND SJW GROUP, AND EACH THEIR SUBSIDIARIES, OFFICERS, OFFICIALS, AGENTS, SHAREHOLDERS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS AND ADVERTISERS, AND THE SHENIPSIT LAKE ASSOCIATION AND ITS GUESTS (“RELEASEES”) WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.
17. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF INJURY, HARM AND LOSS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
18. I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Connecticut law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.
19. I agree to indemnify the boat owner of record in a timely fashion for any damages to the watercraft during the period, and follow the rules of the Shenipsit Lake Recreation Program, and save the Shenipsit Lake Association, CWC, and the boat owner of record harmless by indemnifying the Shenipsit Lake Association, CWC, and the boat owner of record against any and all claims arising from (i) damages to watercraft owned by or used by person entering into, navigating on, exiting from Shenipsit Lake during the period; and (ii) damages or loss attributed to or resulting from said watercraft; and (iii) personal injury including death to persons and others who use the watercraft, lake, and facilities during the period; and (iv) damages or loss to any personal property owned by, controlled by, or used by the Shenipsit Lake Association, CWC, and the boat owner of record that is located on the lake or facilities; if such damage or loss is attributable to or results from the action of any person or watercraft on the lake or facilities because of the agreement; and (v) losses or damages to any employer or agent of the Shenipsit Lake Association and CWC, and their property that is attributed to or results from the action of any person or watercraft on the lake or facilities because of this agreement.

I HAVE READ THIS WAIVER AND RELEASE FORM, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

SAMPLE