

# INDIAN CREEK HILLS PROPERTY OWNERS ASSOCIATION INC.

RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
11/1/2024 to 10/31/2025

## PROPERTY OWNER(S)

*In exchange for being permitted to enter Indian Creek Hills Property Owners Association Inc., (hereinafter ICHPOA) property for the purpose of fishing, boating, camping, kayaking, hiking, hunting, using motorized sport vehicles and or any other activities while on any of ICHPOA property, I, the undersigned, on behalf of myself and my personal representatives, heirs and assigns, hereby agree to the following.*

*I understand in order to receive my property owners' card/hangtag I have to have this signed waiver on file and have my dues and any other fees owed to ICHPOA paid current. I will carry my property owners card on me at all times while I am on any of ICHPOA property. Each property owner listed on the deed will need to sign this or another property owner waiver to receive their own property owners card/hangtag, only one will be issued per property owner and a total of 3 guest cards issued no matter how many owners are on the lot or how many lots an owner owns. I understand that I am responsible for any guest I give a guest card to and any damages they may cause. Guests who camp or visit the park will need to sign a liability waiver at that time and sign in at the mailbox.*

*I am familiar with the activities that could occur with fishing, boating, camping, kayaking, hiking, hunting, using motorized sport vehicles and or any other activities while on any of ICHPOA property, and I am physically and mentally able to participate in such activities. I understand that these activities present risks to me of damage, loss, injury, illness, and death, and with this knowledge, I expressly assume such risks. I also understand that each of these activities present risk of damage to or destruction of my property, and with this knowledge, I expressly assume such risk.*

*I will abide by the cc&r's, bylaws and park rules regarding any and all activities while on any of ICHPOA property. I understand that if at any time I am caught not following these rules, I can be asked to leave ICHPOA property immediately and that all of my privileges may be revoked and I may lose any further privileges or activities while on any of ICHPOA property.*

*I understand that the speed limit on all of the roads is 15 miles per hour, with the exception of the campground/main park which is 5 miles per hour, and I will follow this as to not injure any other property owners, visitors or myself on ICHPOA property.*

*I understand that being a property owner I can hunt the common grounds on ICHPOA property. I will abide by the cc&r's, bylaws, park rules, state and local laws and the Missouri Department of Conservation rules and regulations during all hunting seasons. I understand that I must have my property owners card and vehicle hang tag to be permitted to hunt on ICHPOA property. Firearms are not to be discharged in any of the parks/campground except at the discretion of the caretaker/board member. Guest are not permitted to hunt. If at any time I am caught not following ICHPOA rules, local laws or state laws, or Missouri Department of Conservation rules, I understand that my hunting privileges may be revoked and I can lose any further privileges of hunting on ICHPOA property.*

*I understand that being a property owner I can operate motorized sport vehicles on ICHPOA property, in the park on the road and on the already made logging trails only and must maintain the speed limit of not over 15 miles per hour and must be operated in a safe manner which would not cause damage to the roads or injure another property owner or myself. I understand that no new trails can be made. No wheelies, jumps, stunts or stop and gunning the motorized sport vehicle or other reckless driving will be permitted. I understand that if I have a minor child (under the age of 18) with me they will need to wear*

*a helmet while operating or riding on ICHPOA property and I will also accompany the minor at all times while they are operating or riding a motorized sport vehicle. Those owners that choose to allow unlicensed drivers to operate any type of motorized vehicle shall be responsible for any and all damage caused by said unlicensed driver. Furthermore, any driver not wearing a protective helmet hereby waives any and all liability to the ICHPOA, its agents, board, and its members. I understand that I must have my property owners card on me to be permitted to operate or ride on ICHPOA property. My hangtag is to be visible while my vehicle is parked. Cutoff time for all ATV or side by sides to drive on any road within Indian Creek Hills Property Owners Association is midnight. Guest are not permitted to operate any motorized sport vehicles.*

*I will abide by the quiet time in the park and around Lake Pocahontas rule of 10:00 P.M. to 7:00 A.M and be considerate of the other property owners, visitors and neighborhood residents.*

*I understand there is no camping or parking in the easement between campsite #6 and campsite #11 or in the beach area in the park. The drive area to the beach and easement must be kept open and not blocked so others camping or visiting can use the easement, beach and water area as well. The same rules apply to the park at Lake Pocahontas where the dock is located. There is also no camping at any of the parks around Lake Pocahontas. No parking on the dump station driveway or blocking the driveway, this is for camping trailers to use.*

*I understand that if I bring a pet to the campground/main park or around Lake Pocahontas it must be kept on a leash and under control at all times and not unattended dragging a leash around. Shock collars and electronic devices do not meet this requirement. I understand that any damages caused by my pet, be it to person or property, I am fully responsible for.*

*I understand reserving of a percentage of campsites in the park is available and reserved sites will be marked with a hangtag with the name, campsite #, and dates on it. Anyone coming into the park with their tent or camper can choose any unreserved and unoccupied site to camp on. I understand when placing a tent or camper in a camping site it cannot be left unattended any longer than 48 hours and must have identifiable information posted on the exterior. I understand that check out time is 2:00pm and if I am in the site beyond that time I will be charged for an additional night. The following major holidays: Easter, Memorial Day, 4<sup>th</sup> of July and Labor Day, and the week before each, any camper or tent brought into the park must be camped in from the time it is placed on a site until it leaves the park. I understand that electric hookups are available for \$10\* per night. You may have one additional tent on the same electric site at no additional charge. Non electric camping is \$5\* per night. I understand these charges start when the camper or tent is placed in the park. Property owners are permitted to camp for 14 consecutive days and then must leave for 5 days before being permitted to camp again. Guests can camp for 7 consecutive days then must leave the park for 5 days before being permitted to camp again. \*Price is subject to change.*

*I acknowledge that I am responsible to dispose of my own trash in the proper receptacles.*

*I will park by the roadside and off the grass so as to not cause any damage to the ground and grass or make ruts. No parking on grass at the pavilion in the campground/main park except to unload/load a vehicle, after which the vehicle needs to be moved to the roadside. No parking in front of the shop. Follow all posted signs. Vehicles will be towed at the owner's expense.*

*Release: I hereby release and forever discharge ICHPOA, board of directors, and property owners from any and all liability for acts or omissions- including negligent acts or omissions – causing damage, loss, injury or death to me while participation in any activities in the campground/main park area or while I am present on ICHPOA premises.*

*Hold Harmless: I hereby agree to indemnify and hold ICHPOA, board of directors and property owners harmless from any and all liability or loss- including liability for negligence- arising to conjunction with or resulting from any participation in fishing, boating, camping, hiking and or any other activities while on any of ICHPOA property from my presence on these premises. This indemnity also includes all*

*attorney's fees and expenses incurred by ICHPOA, board of directors and property owners in defending suits against them arising from my participation in any activities on the property or from my presence on the premises.*

*Enforceability: I intend this Release and Waiver of Liability and Holds Harmless Agreement to be enforced in accordance with the laws of the State of Missouri, and I intend this document to be as broad and inclusive as permitted by law. If any portion of this document is found to be invalid for any reason the remainder of the document shall continue to remain in full force and effect and shall continue to be binding.*

*Any minor children, under the age of 18, in the household who will be participating in any activities on ICHPOA property must be accompanied by an adult.*

*I have clearly read the foregoing provisions, know their contents, and sign this form as my own free act.*

*Property Owner(s) Signature:* \_\_\_\_\_

*Printed Name of Property Owner(s):* \_\_\_\_\_

*Street Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip code:* \_\_\_\_\_

*Phone #:* \_\_\_\_\_ *Email Address:* \_\_\_\_\_

*Lot #:* \_\_\_\_\_ *Plat #:* \_\_\_\_\_

*The period of this agreement is from November 1, 2024 to October 31, 2025.*

*\_\_\_\_\_ I would like to receive all my correspondence by email (except cards). Please make sure your email address is listed above.*