

Delavan Lake Assembly Pier Site Hold Harmless Agreement

The undersigned (hereinafter sometimes referred to as "Pier Site Tenant"), being a leaseholder of Delavan Lake Assembly, a Wisconsin corporation, and the assignee of pier site number _____, in partial consideration of the Delavan Lake Assembly assigning such pier site to the undersigned hereby agrees as follows:

1. Pier Site Tenant acknowledges the assignment of the above-referenced pier site from the Delavan Lake Assembly.
2. Pier Site Tenant agrees to abide (and to cause his (her) (their) invitees, agents and guests to abide) by the current and any future rules and/or regulations promulgated by the DLA Board of Directors and amended from time to time relating to the assignment or use of such pier site.
3. Pier Site Tenant acknowledges the Delavan Lake Assembly has no ownership interest in the actual pier or portion thereof and has no responsibility to maintain the pier site or the physical pier located at the above-referenced pier site. That the responsibility for the maintenance of the pier site including the entrance thereto shall be solely that of the Pier Site Tenant.
4. Pier Site Tenant for him(her)self (themselves), his(her) (their) respective agents, subtenants (renters), employees, guests, contractors, invitees, successors, heirs and assigns, hereby release, waive, remise, discharge and agree to indemnify, defend and hold harmless, and covenant not to sue, Delavan Lake Assembly, the DLA Board of Directors, and its and their respective officers, agents and employees, from and against any and all suits, judgments, damages, debts, obligations, covenants, agreements, liability, claims for damages, costs and expenses, of any and all nature whatsoever, including, without limitation, reasonable attorneys fees, arising out of or related to the maintenance, use and enjoyment of the pier site.

5. That this agreement shall inure to the benefit of Delavan Lake Assembly, the DLA Board of Directors, and its and their respective officers, agents and employees and shall be binding upon the Pier Site Tenant, his agents, subtenants (renters), employees, guests, contractors, and invitees.

Pier Site Tenant Signature: _____

Date: _____