

About the LVPOA Community Canoe

LVPOA maintains a 15 foot canoe (LVPOA Registration No. 158) for use by property owners and guests for their boating pleasure on Lake Vista. This canoe is made by the Coleman Company, Inc. is green plastic and is kept at Spinnaker Point in rack No.5, Section C. Located next to Rack No.6 is a locked plastic chest which contains two adult life vests, one child's and one infant's life vest, plus 2 canoe paddles. The National Marine Manufacturers association have rated the safe loading of the canoe as three (3) persons, totaling 740 lbs. Residents can reserve use of the canoe, paddles and life vests by calling the LVPOA office at 385-7594, Mon.-Fri. 9:00 AM to 5:00 PM.

Please note that you must be 18 years old (or 16 to 17 with a parent's signed permission). A Waiver of Liability statement must be signed and by said signing you will assure that the canoe will be operated in a safe and responsible manner and you will utilize the life jackets provided. On board adults will also need to sign a Waiver of Liability.

You May Download the Boat Reservation Form in Advance

(Copy page 2 of this policy)

You may Download the LVPOA Boat Use Waiver of Liability

(Copy page 3 of this policy)

Policy on the Use of the LVPOA Community Canoe

1. The LVPOA canoe is for use of Lake Vista residents and their guests only. Residents must be with their guests in the canoe.
 2. The canoe is available for use, without charge, and must be used on Lake Vista only.
 3. The canoe must be reserved in advance. (First come first served) It may be reserved for a maximum of six hours use. This may be extended to 12 hours if no one else has requested to use it on the same day.
 4. You must be 18 years old or older or 16 or 17 with a parent's co-signature on the Reservation.
 5. All users including guests must sign the LVPOA Boat Usage Waiver of Liability form.
 6. All canoe riders are required to wear life vests while in the canoe.
 - 7 Loading of the canoe must be within the maximum of 3 persons and not exceed 740 lbs total weight.
 8. Animals, alcoholic beverages, weapons, fireworks, or illegal substances are **not** allowed to be taken or carried in the canoe.
 9. Users will be held responsible for cleaning out any trash generated while using the canoe and returning it, the paddles and life vests to their proper storage areas.
 10. Deliberately up-setting the canoe or filling it with water is **not** permitted.
 11. **Violation of these rules may result in denying the canoe's future use.**
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**Lake Vista Property Owners Association
Community Canoe - Waiver of Liability Statement**

In consideration of the granting of my request to be allowed to borrow the LVPOA canoe, I hereby state that:

1. I hereby recognize that there are dangers and risk of injuries and loss inherent in operating any boat and I understand that the use of the LVPOA's canoe could be harmful or dangerous both to myself and to anyone else on board or in other watercraft. With full knowledge of such risk I desire to borrow the canoe.
2. I represent and warrant to LVPOA that I am able to operate the canoe and have read and understand its safe loading capacities and that all aboard are to wear life vests when on the water.
3. I fully accept the personal responsibility and accountability for my use of the LVPOA canoe.
4. I hereby waive for myself, my guests, my heirs and assigns, any and all demands, obligations, liability suits, actions and causes of action and claims of every nature whatsoever which I may have against the LVPOA, its officers and members, including those who manage the canoe sign-out process, caused by or resulting from my use of the canoe. This Waiver of Liability shall remain in effect as long as I remain a member of LVPOA, or participate in LVPOA activities as a non-member or visitor.
5. I hereby agree indemnify and hold harmless the LVPOA, its officers and members from any losses, liabilities, damages or costs which the LVPOA may incur, directly or indirectly, due to my use or operation of the canoe, including but not limited to losses or injuries suffered by persons not a party to this agreement.

I hereby acknowledge that I have read, understood and voluntarily signed this Waiver of Liability statement and expressly agree that this waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia.

Printed/Typed name of Declarer

Signature of Declarer

Date of Declaration

Signature of Witness

**Lake Vista Property Owners Association
Canoe Reservation and Use Form**

1. Name address and date-of-birth of the primary user and borrower.

_____	_____	_____
Name	Address	Date of Birth (If under 18)

2. If the user is 16 or 17, who is the adult responsible. Adult Name, Day/Evening Phone

_____	_____	_____
Name	Day Phone	Evening Phone

3. Date and time of canoe sign-out _____

4. Purpose _____

*** The Lake Vista Property Owners Association must have a signed copy of this form on file for all individuals using the community canoe for current and future use.**

*** The person signing this form is responsible for making sure the canoe is free of any trash or litter. Violation of this rule may result in denying its future use.**

*** All participants are subject to this Policy governing the LVPOA canoe use.**

I have reviewed the above policies and agree to observe these and all other rules governing the use of the LVPOA canoe.

I have been provided with a copy of the policy on the use of the LVPOA canoe and agree to be bound by its provisions.

I have read, understood and signed the "LVPOA Canoe Waiver of Liability" form.

Signature of User _____ Date _____ Time _____

Contact the LVPOA office 385-7594 (Mon.-Fri. 9:00 AM to 5:00 PM) to make the Canoe reservation. A visit to the office will be necessary to execute the signed forms and get the key to unlock both the canoe and the chest of paddles and life vests.