

ADDENDUM A: SEASONAL WATER LEVEL CONDITIONS, ASSUMPTION OF RISK, INDEMNITY, AND INSURANCE REQUIREMENTS – WILLARD BAY STATE PARK

Willard Bay State Park Boat Slip Lease – 2026 Season

This Addendum is incorporated into and made part of the Boat Slip Lease Agreement (“Lease”) between the State of Utah, Division of State Parks (“Division”) and the Boat Owner (“Boat Owner”).

1. Seasonal Water Level Conditions

Boat Owner acknowledges that water levels within Willard Bay and associated marina facilities are subject to fluctuation due to natural hydrologic conditions, weather events, and operational management decisions. The Division does not guarantee any specific water level, navigability, access, or marina condition during the Lease term.

2. Assumption of Risk

Boat Owner voluntarily assumes all risks associated with the use and occupancy of marina facilities, docks, and assigned boat slip. Such risks include, but are not limited to, risks arising from fluctuating or reduced water levels, vessel grounding, hull or propulsion damage, restricted access, dock misalignment, storm events, wind, wave action, ice, fire, theft, vandalism, collision, and acts or omissions of third parties.

Boat Owner further acknowledges that any continued occupancy of the slip during periods of changing water levels is voluntary and undertaken at the Boat Owner’s sole discretion and risk.

3. No Custody; No Bailment; No Security Duty

Nothing in this Lease or Addendum shall be construed to create a bailment, storage, or custodial relationship. The Division does not take possession, custody, or control of any vessel, trailer, equipment, or personal property.

To the extent permitted by law, the Division has no duty to monitor, inspect, secure, or safeguard vessels or personal property located within marina facilities.

Boat Owner is solely responsible for securing their vessel and property at all times.

4. Indemnification

To the fullest extent permitted by law, Boat Owner agrees to defend, indemnify, save harmless, and hold harmless the State of Utah, the Division of State Parks, and their officers, employees, and agents from and against any and all claims, demands, causes of

action, damages, losses, liabilities, penalties, costs, and expenses (including attorney fees and litigation costs) arising out of or related to:

- Boat Owner's use or occupancy of marina facilities or assigned slip
- Boat Owner's vessel or personal property
- Boat Owner's decision to remain in the slip during fluctuating or reduced water conditions
- Acts or omissions of Boat Owner or any third party using Boat Owner's vessel

This indemnification applies except to the extent caused by the gross negligence or willful misconduct of the Division, to the extent such liability cannot be waived under applicable law.

5. Insurance Requirements

Boat Owner shall maintain, at Boat Owner's sole expense, continuous insurance coverage for the vessel occupying the slip, in accordance with applicable Utah law and Division requirements.

Coverage shall include, at a minimum, liability insurance appropriate for recreational vessel use and marina operation risks.

Boat Owner shall provide proof of valid insurance prior to slip assignment and upon renewal or request by the Division. Failure to maintain required insurance may result in termination of the Lease.

Insurance maintained by Boat Owner shall be primary and non-contributory to any insurance carried by the State, if any.

6. Limitation of Liability

To the fullest extent permitted by law, the Division shall not be liable for any loss, damage, theft, injury, or expense arising out of or related to marina conditions, water level changes, weather events, or use of the slip or surrounding facilities.

7. Extended Occupancy / "Stay at Your Own Risk"

Following the initial paid occupancy period described in the Lease, Boat Owner may choose to remain in the assigned slip subject to changing water levels and vessel draft limitations.

Any extended occupancy is voluntary and based solely on Boat Owner's determination of safe vessel operation and access conditions. The Division does not warrant or guarantee safe navigation or access conditions during any extended occupancy period.

8. No Modification of Lease Terms

Except as expressly stated in this Addendum, all terms, conditions, indemnities, waivers, and obligations contained in the Lease remain unchanged and in full force and effect.

BOAT OWNER ACKNOWLEDGMENT

Boat Owner acknowledges that they have read, understand, and voluntarily agree to the terms of this Addendum.

Boat Owner Signature: _____ Date: _____

Willard Bay State Park Representative: _____ Date: _____