

WAIVER OF LIABILITY

TO: **BEN EOIN MARINA LIMITED**
(hereinafter referred to as the "Owner")

FROM: _____
(hereinafter referred to as the "Member/Customer")

In consideration of the matters set out herein, the parties hereto agree as follows:

1. The Owner is the owner of the property located at 4950 East Bay Highway, Ben Eoin, Nova Scotia, being a land area designated by the Owner for storage (the "Property").
2. The Member/Customer has requested of the Owner for use of the Property for the purposes of storing or docking the following items:

Description of boat on berth or in storage on the property: _____

Description of boat trailer in storage on the property: _____
(hereinafter referred to as the "chattels")

3. The Member/Customer agrees to properly secure his/her boat. At the dock the lines must be properly tied. On land with an appropriate, sturdy cradle and/or jack stands in good condition and placed in a manner to safely support the boat as per accepted industry standards. The Member/Customer agrees to improve the method of support of the boat if deemed to be substandard by BEYC management.
4. Boats are to be stored in an area of the property designated by the Dock Master. The club recommends removal of the spar from sailboats stored on the property. The Member/Customer who chooses to leave the spar in place may be directed by the Dock Master to store the boat in designated area with other sail boats with spars in place.
5. The Owner hereby agrees to provide storage service to the undersigned Member/Customer on the understanding that the Owner accepts no responsibility whatsoever for the safety of the chattels stored by the Owner for the Member/Customer.
6. The Owner, their servants and agents, and anyone for whom the Owner may in law be responsible, "**shall not**" be responsible for any damage which may occur to the Member/Customer's chattels or personal property by any means whatsoever, including damage or loss by fire, theft, and/or gross negligence. Further, it is understood and agreed that the Owner, their servants and agents, and anyone for whom the Owner may in law be responsible shall not be liable to the Member/Customer or any person accompanying the Member/Customer for injury or death suffered by the Member/Customer or such other person while on the Property which may occur by any means whatsoever, including the gross negligence of the Owner.
7. The Member/Customer agrees to be solely responsible and answerable in damages for all acts or omissions due to or caused by the Member/Customer or anyone for whom it is in law responsible at any time while the Member/Customer is on the Property, and to indemnify and save harmless the Owner, their employees, agents and anyone for whom the Owner is at law responsible from any claims and losses arising from or in connection with such acts or omissions, and to indemnify and save harmless the Owner from all claims, costs and liabilities arising from the granting of the license herein. Any issues or problems arising with a stored or docked boat must be corrected immediately by the Member/Customer. If damage to another boat or BEYC property is caused by a stored or docked boat the Member/Customer is to contact the owner of the affected boat and one member of BEYC management from the list below. If a Member/Customer notices an issue or problem with another stored or docked boat the owner of the affected boat must be contacted. If the owner is unknown to the Member/Customer, one of the members of BEYC management listed below must be contacted.
8. The Member/Customer agrees to maintain, during the entire period of storage on the Property, comprehensive public liability and property damage insurance for an amount not less than One Million Dollars. All policies shall name the Owner as an additional insured and shall contain a provision requiring that at least thirty (30) days' written notice be given to the Owner prior to cancellation or expiry. The Member/Customer shall provide the Owner, on demand, with proof of such insurance.
9. Both parties of this waiver agree that the terms of this waiver will remain in force for all future periods of storage on berth or on the property.

DATED this _____ day of _____, 20____.

Witness (Print Name)

Member/Customer (Print Name)

Witness (Sign Name)

Member/Customer (Sign Name)

BEYC Management Emergency Contacts

Marina Manager's Office phone: (902) 828-1099
Manager's mobile phone: (902) 574-7021
Commodore, Ray Campbell: (902) 565-7531