



Member Release and Indemnification Agreement

The Agreement

This Agreement made this ____ day of _____, 20____, between ARMDALE YACHT CLUB, a body corporate, hereinafter called the "Club" and _____ hereinafter called the "member".

Witnesseth that in consideration of the Club permitting the undersigned to use its yachting facilities and services and in payment of the sum of One Dollar (\$1.00) by the Club member and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Member:

- (1) Waives, releases and forever discharges the Club, its servants, employees, or agents of and from all manner of action, causes of action, accounts, claims or demands of whatsoever kind which against the Club, the Member ever had, now has or which the Member, his heirs, administrators, executors, successors or assigns will have, for or by reason of any cause, matter or thing, and howsoever arising and whether by negligence or otherwise and more particularly, but not so as to restrict the generality of the foregoing, from all claims, demands, manners of action, accounts or causes of action arising out of or in any way incidental to the launching, hauling, storage (wet or dry), mooring maintenance or movement of any yacht owned by the Member by the Club, its servants, employees or agents.
- (2) Agrees to indemnify the Club, its servants, employees or agents against any loss, damage or injury which they may suffer by reason of any acts or omissions of the Member, and hold the Club, its servants, employees or agents harmless from all claims made upon them by reason of or arising out of launching, hauling and storage (wet or dry) mooring maintenance or movement of any yacht owned by the Member.
- (3) Agrees that the Club, its servants, employees or agents shall be under no responsibility whatever to the Member in respect to property of any kind or description of the Member, which is located on or about the lands, marinas or waters, leased by or surrounding the Club and including (without restricting the generality of the foregoing) any loss or damage sustained due to negligence or failure to fulfill any express or implied obligation to use care by the Club, its servants, employees or agents.
- (4) Agrees that the word Yacht shall include its hull, machinery, fittings, hardware, rigging, sails, masts and appurtenances of every kind and description, its cradle, mooring and tender.
- (5) Agrees that the yard crew may move yachts or vessels as they deem necessary without giving prior notice or obtaining the consent of the owner.
- (6) Agrees that an indirect interest in property shall include but not be limited to any property owned by his spouse, immediate family, crew member or any company in which the Member, spouse or direct family member holds shares.
- (7) Agrees that this agreement shall remain in force until such time as it is expressly waived or discharged by the Club.
- (8) Agrees, as an insured party, to obtain from his insurer a waiver of the Insurers right of subrogation against the Club and if for any reason he does not do so he shall indemnify and exercise of the right of subrogation by the Insurer.
- (9) This agreement shall endure to the benefit of and shall be binding on the parties hereto and their respective heirs, executors, administrators and assigns.

Signed, Sealed and Delivered in the Presence of

Witness Signature

Witness Name (printed in full)

Date

Member Signature

Date

Important Note: Each Yacht owner should contact his Hull Insurer before entering into this release and Indemnification Agreement, as the failure to do so may result in the Insurer declaring the policy void.