



## Launch/Haul-Out Waiver & Request (This form must be completed for each Launch/Haul-Out)

### A few reminders to make the launch/haul out successful for us all...

We ask all boat owners (or their representative) to be present at the time of your launch/haul. Your boat must be unlocked prior to your booking; dock lines and fenders **must** be placed in your boat in full view and be easily accessible to the Yard staff.

Please ensure that all work is complete (by owner or private contractor) and that the boat is ready and safe for launch. Water readiness (i.e. sea cocks closed, lines and fenders ready) is to be confirmed **by the owner**. Inspect your cradle to ensure that **it is safe**. Yard staff reserves the right to refuse a launch/haul if your cradle is deemed unfit, but responsibility for water readiness and safety of the cradle rests solely with the owner.

The Yard staff books all dates for launches/haul-outs in consultation with the Marine Services Manager and in conjunction with the scheduling of other vessels waiting to be launch/hailed. **We ask all boat owners (or their representative) to be on time for their scheduled launch/haul-out. In the event the owner (or their representative) is not on time, the launch will normally proceed unless previously notified otherwise by the owner (or their representative).**

### OWNER CONTACT

Name \_\_\_\_\_ AYC # \_\_\_\_\_

Phone day \_\_\_\_\_ cell \_\_\_\_\_

### BOAT INFORMATION

Power  Sail Design \_\_\_\_\_ Colour \_\_\_\_\_

Name \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Weight \_\_\_\_\_

### PREPARATION

owner present  yes  no; if no name of representative \_\_\_\_\_

### SERVICES

pressure wash  yes  no; dock lines/ fenders ready  yes  no; tow required  yes  no

Date Launch/Haul-out Required: \_\_\_\_\_

Time Requested: \_\_\_\_\_

### WAIVER

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the ARMDALE YACHT CLUB (AYC) and the member of AYC or Yacht Owner.

#### Exclusions on Liability

A signatory warrants and represents that they are a Member of the Armdale Yacht Club or Owner of the Yacht or has the authority, as an agent of the Member or Owner, to enter into this agreement on their behalf and to subject them to its provisions;

- 1) All vessels, ancillary equipment and supplies of the Member/Owner stored, moored, used or located on the AYC's premises shall be solely at the Member's/Owner's risk, and AYC shall not be responsible under any circumstances for any loss, damage or injury caused thereto whether caused by negligence or otherwise of AYC, its servants, agents or the acts of third parties, or otherwise, whether through the use of AYC's equipment and facilities, the Owner's/Member's equipment or the equipment of an Owner's/Member's invitee;
- 2) All people using AYC's premises, facilities including and all floats, ramps and other equipment and devices and the equipment of Owner's/Member's do so at their own risk and AYC assumes no responsibility whatsoever for any damages, loss or injury to the Member/Owner and their property and any damages, loss or injury to the Member's/Owner's invitees and their property; and
- 3) All vehicles parked on AYC's premises and the contents therein are left at the vehicle owner's risk.

THE TERMS AND CONDITIONS OF THIS DOCUMENT ARE AN INTERGRAL PART OF EVERY AGREEMENT OR CONTRACT ENTERED INTO WITH AYC AND THE SUBSCRIBER HEREBY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE ENTIRE AGREEMENT.

NOTE: THIS AGREEMENT may not be amended or discharged by any member, employee, officer or agent of AYC.

\_\_\_\_\_  
OWNER/MEMBER

\_\_\_\_\_  
DATE

**Any fuel or other material that might spill, ignite or explode when a boat is moved must be removed from the vessel before moving, hauling or launching. This includes but is not limited to propane and other fuel containers that are not closed and secured to the vessel.**

**Please confirm your understanding and completion of such by initialing: \_\_\_\_\_.**

### FOR OFFICE USE ONLY:

Date received

Access Updated

Form given to Yard

Revised October 16, 2016