

BRIDGEHAVEN COMMUNITY CLUB ASSOCIATION

351 North Beach Drive · Port Ludlow, WA 98365

WAIVER OF RESPONSIBILITY, HOLD HARMLESS & INDEMNITY AGREEMENT

Agreement made this _____ day of _____, 20____.

between the undersigned boat owner(s) _____ and

Bridgehaven Community Club Association, a Washington non-profit corporation (the "Marina");

In consideration of the license for the boat, owned by boat owner(s), to occupy slip space at the Marina, and other good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed by and between the parties, that *Bridgehaven Community Club Association* does not accept the boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its engines, tackle, apparel, fixtures, equipment, furnishings, and/or personal property of any nature aboard the boat or located in or around boat owner's reserved berth.

It is further agreed that *Bridgehaven Community Club Association* will not be liable or responsible for any personal injuries suffered by boat owner(s) or his/her agents, invitees, guests or employees arising from any cause, upon the boat, Marina premises, or premises adjacent thereto unless caused by the active negligence of *Bridgehaven Community Club Association*. Marina premises and the reserved slip have been inspected by boat owner(s) and are accepted by him/her in their present condition. Boat owner(s) agree(s) to indemnify and hold *Bridgehaven Community Club Association* harmless from any loss, damage, liability or expense resulting from any injury to persons or property including the Marina premises and the reserved berth, caused by or resulting from the acts of omission of boat owner(s), his/her agents, invitees, guests or employees.

Boat owner(s) has/have received a copy of *Bridgehaven Marina Rules and Safety Policies* and will abide by them.

In WITNESS WHEREOF, the parties have executed this *Waiver of Responsibility, Hold Harmless & Indemnity Agreement* effective as of the 1st day of January 20____ through the 31st day of December 20____.

Signature of Primary *BCCA* Boat Owner

Signature of Second *BCCA* Boat Owner

Second boat owners Information (Including address and phone number when different from primary signer):

Name(s): _____

Address: _____ City/State/Zip: _____

Bridgehaven Division No.: _____ Lot No.: _____ Slip No.: _____

Approved by: _____ Date: _____

BCCA Marina Administrator