



Marina Use Agreement And Release of Liability

(March 2020 Revision)



PREAMBLE: It is the policy of the Hat Island Community Association that with the exception of watercraft seeking safe haven from weather or mechanical breakdown, the watercraft of the current members of Yacht Clubs with reciprocal moorage agreements with the Hat Island Yacht and Golf Club, and those watercraft belonging to members of yacht clubs visiting Hat Island on pre-planned cruises as well as watercraft of owners and guests of owners, that no watercraft shall utilize the facilities of the Hat Island Community Association Marina without a duly executed original copy of this agreement on file in the offices of the Hat Island Community Association.

1. Owner hereby recognizes the inherent risks in owning watercraft and docking watercraft at the Hat Island Community Association Marina (Marina). Further, Owner recognizes and accepts that Hat Island Community Association (Association) does not assume "care, custody and control" of watercraft docked at the piers or stored on Association property including use of the boat ramp.
2. Property owners and guests using the facilities do so at their own risk. Owners accept this stipulation for themselves and their guests as a pre-condition to their use of the facilities. Owners and/or their guests assume all responsibility for damage to Association property caused by their actions or negligence.
3. Owner agrees and understands that the facilities of the Marina are provided in AS IS condition and the Association makes no representations or warranties as to structural soundness or suitability for use of the piers, pilings or any of the other facilities or infrastructure.
4. Owner agrees to release and discharge the Association from any and all responsibility or liability for injury, loss or damage to persons or property in connection with the marina. This release and discharge shall cover without limitation any loss or damage resulting from parking, and/or hauling of boat, vandalism, theft, fire, high/low water, wind, collision, ice, rain, structural soundness or suitability for use of the piers and pilings or any act of God.

WAIVER

I understand that operating a watercraft within the Marina structures can be hazardous due to the restricted visibility and limited maneuverability. I therefore assume all risk of personal injury and property damage for myself and my guests. I release and forever discharge and hold Hat Island Community Association and its owners harmless of any liability or claim regardless of cause.

If any provision of this contract, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this contract and such provisions as apply to other persons and circumstances shall remain in full force and effect.

I HAVE READ, ACKNOWLEDGED AND I AGREE TO THE TERMS, CONDITIONS AND WAIVER CONTAINED IN THIS CONTRACT.

Signature of Owner _____

Name of Owner (print) _____

Date: _____