

2012 Summer Use Application
Marblehead Boating Center, Inc.

At Redstone Lane, PO 1358, Marblehead, Massachusetts 01945

Assigned Sticker Number: _____

Assigned Location Number: _____

Boat Owner's Name: _____ Date: _____

Boat Class: _____ Length (ft): _____ Width (ft): _____

Boat Name: _____ Color(s): _____

Owner's Address: _____

Phone Numbers: _____ (H) _____ (O) _____ (C)

Email Address: _____

I (Owner) hereby apply to the Marblehead Boating Center to store, launch and dry-sail my boat (includes kayak, canoe or paddle board) at the Parker's Boat Yard off Redstone Lane for the summer 2012 season. I agree to abide by the policies of the Marblehead Boating Center as published by the Executive Committee.

I agree that I will pay the fee selected below in full, sign the Release and Assumption of Risk Agreement on the back of this form and be issued and install a 2012 MBC boat sticker **before** moving my boat into any space as assigned in the Boating Center.

Lower Yard

Boating Center Lower Yard: \$700.00 _____
(Limited to 13 boats on a first come basis with priority given to membership seniority if oversubscribed)

Upper Yard

Boating Center Upper Yard: \$600.00 _____

I need a hoist key Yes _____ No _____
(Yes if you lost last year's key or are a new member)

Kayak / Canoe / Paddle Board – Outdoor Rack Storage \$150.00 _____

Conditions of Extended Use

By terms of the Town of Marblehead lease, MBC dry sail use is strictly limited to the period between 15 June and 15 September as both the Upper and Lower Yards are leased to Marblehead Trading for the remainder of the year. Marblehead Trading has tentatively agreed to provide use of some of the Lower Yard space to accommodate MRA spring racing dates (May 26-27, June 2 and 9) with the understanding that boats must be moved weekly to accommodate access to remaining winter storage customers and to allow access to the lift. If Trading must move boats that are improperly placed they will bill MBC and the member at fault will be assessed these costs in addition to the fees above. This is being offered by Marblehead Trading as a privilege, not a right. Any abuse will cause us to lose this extended use.

- OVER -

AGREEMENT ON BACK SIDE MUST BE FULLY EXECUTED

2012 Summer Use Application

Marblehead Boating Center, Inc.

At Redstone Lane, PO Box 1358, Marblehead, Massachusetts 01945

Release and Assumption of Risk Agreement

Agreement made this _____ day of _____, 2012 by the undersigned on behalf of him/herself and his/her minor children and other family, guests and invitees (collectively, the "Sailors"), in favor of Marblehead Boating Center, Inc., a Massachusetts corporation having its principal office in Marblehead, Massachusetts (the "Boating Center"), Marblehead Trading Company, a Massachusetts corporation having its principal office in Marblehead, Massachusetts, and the Town of Marblehead, Massachusetts, and any and every owner, officer, director, employee and agent of any of the foregoing, and all persons for whom any of the foregoing has or is held to have legal responsibility (the Boating Center and all other of the foregoing referred to collectively as the "Released Parties").

In consideration of the Boating Center agreeing to allow the Sailors to launch a boat or boats from the Boating Center's property (the "Property") and to use the Boating Center's equipment, including but not limited to the crane, hoist, floats, gangway and moorings (the "Equipment") the undersigned agrees and acknowledges

- (a.) that the operation of the Equipment and the sailing of boats is a dangerous and hazardous activity;
- (b.) to assume all risk of injury, loss or damage, whether to person or property of the Sailors, which the Sailors or such, property may suffer while any of the Sailors is in, on or about the Property or using the Equipment, whether by reason of the condition of the Property or Equipment or by reason of the management, control or operation thereof, or for any other cause or reason of any nature whatsoever;
- (c.) to release the Released Parties from any and all claims, demands, controversies, actions, causes of action, settlements, obligations and liabilities whatsoever in law or equity, which the undersigned can, shall or may have in his/her own name or jointly with or through any other person or party, natural or corporate, for loss, damage, injury, liability, cost or expense sustained or incurred by the Sailors or any of them, whether caused by the act, misconduct or negligence of any one or more of the Released Parties or any other person or party in, on, about or using the Property and/or the Equipment, or otherwise; and
- (d.) to indemnify and hold harmless the Released Parties from and against any and all claims, demands, controversies, actions, causes of action, settlements, damages, losses obligations and liabilities whatsoever in law or equity, and any and all cost or expense, including but not limited to reasonable attorney's fees,
 - (I) Arising out of or in connection with the Sailors use of the Property and or Equipment, whether the same be caused by the act, misconduct or negligence of any one or more of the Released Parties or any other person or party in, on, about or using the Property and/or the Equipment, or
 - (II) Incurred to enforce the within indemnification obligation.

Executed under seal as of the date first written above.

Signed by Applicant: _____ Signed by Witness: _____

Print Applicant Name: _____ Print Witness Name: _____

Print Applicant Address: _____ Print Address: _____

Mail completed Application, Payment and signed Release payable to:

**Marblehead Boating Center
PO Box 1358
Marblehead, MA 01945**