BOAT TRAILER AGREEMENT

CITY AND BOROUGH OF YAKUTAT
PO BOX 160, YAKUTAT, ALASKA 99689
PHONE 907-784-3323 FAX 907-784 3281

Name of Vessel:_____

Name of Owner:_____ PH #_____

Address:_____
Box #, City, State and Zip code

Estimated Return to Water:_____

Weight of Vessel:_____

FEE: Two Hundred and Fifty Dollars ($250.00), payable in advance.

TERMS & CONDITIONS and RELEASE OF LIABILITY

Vessel owner ("Owner") hereby requests the use of the Boat Trailer owned and operated by the City and Borough of Yakutat ("CBY") for the purpose of removing and/or transporting the above-named vessel ("Vessel") as directed by Owner. Owner agrees to be bound by all terms and conditions of this Agreement as set forth below as well as all applicable provisions of the Borough Code for the City and Borough of Yakutat Boat Harbor.

The following terms and conditions contain important information that affects your legal rights. You must read the following material before signing.

Owner's Responsibilities. Owner agrees that CBY's personnel will not be requested or required to go onto or into the Vessel at any time. Owner agrees that Owner is solely responsible for placing and positioning the Vessel on the Trailer. Owner agrees that Owner will provide necessary blocking, cribbing or trailer so as to enable prompt removal of the Vessel from the Trailer. Owner is solely responsible for providing and maintaining all blocking, cribbing or trailers that may be used to support, store, carry or transport the Vessel. Owner also agrees that Owner is solely responsible for directing the positioning or placement of blocking or cribbing and for positioning the Vessel upon any trailer; under no circumstances will CBY, its employees, or agents be responsible for directing placement or positioning of the Vessel, or specifying the manner in which the Vessel is blocked, stored, placed or positioned on any trailer, provided, however that CBY may, at its discretion, refuse to release the Vessel if it is considered to have inadequate blocking or cribbing or present a danger to adjacent boats or persons.

No Bailment. Owner agrees and understands that this agreement is a equipment use agreement only, and that by agreeing to permit and provide use of CBY's boat trailer the CBY is not accepting possession or control of the Vessel. The Vessel shall at all times remain in the exclusive possession and control of Owner, and CBY is not acting, and shall not be held liable in any manner, as subcontractor or bailee.

Release of Liability for all Claims, including Claims of Negligence/Indemnification. In consideration for being permitted to make use of CBY's Boat Trailer, the Owner, on behalf of Owner and Owner's assignees, employees, agents, insurers, and heirs, and, if applicable, Owner's shareholders, partners or members, hereby releases and discharges CBY and its employees, officials and agents, and agrees to indemnify, defend and hold them harmless, from any and all liability for loss, damage or injury, of every kind and nature, that in any way arises or results from or relates to, directly or indirectly, use or utilization of the Boat Trailer in connection with or pursuant to

performance under this Agreement. **This specifically includes release of all claims of liability based upon the negligence of CBY, and its employees, officials and agents, including but not limited to any claim based upon a failure to meet any standard of care as to the use, operation or maintenance of the Boat Trailer, or any claim based upon any defect or failure in the Boat Trailer. Owner hereby expressly states that it is the Owner's intent to release CBY from all liability regardless of the cause(s) of said loss, damage or injury, including liability for CBY's own negligence and future negligence. The Owner expressly understands that this means that Owner is waiving any and all rights Owner has or may have to make a claim against or sue CBY for any loss, damage or injury sustained, including but not limited to any claims or actions against CBY for property damage, including damage to Owner's vessel arising out of the hauling, blocking or launching of the vessel, personal injury or death, direct, indirect, special, consequential or commercial damages, claims for loss of profits or earnings, or other claims of whatever kind or nature.**

Vessel Condition/Insurance. Owner warrants that the Vessel, and vessel equipment/appurtances, is structurally sound and adequately insured, and that Owner, in connection with the release set forth in the preceding paragraph, will look solely to Owner's own insurance policy for recovery relating to any loss or damage to Vessel. Owner, on behalf of Owner and Owner's insurers, waives any right of subrogation against CBY.

Environmental Regulations. Owner shall comply with all applicable federal, state and local statutes and ordinances and regulations relating to the protection of the environment and/or hazardous substances. Owner assumes sole responsibility for compliance with such laws and regulations in regard to Owner's Vessel.

THE SIGNATORY HAS CAREFULLY READ THIS AGREEMENT, INCLUDING THE RELEASE OF LIABILITY/INDEMNIFICATION PROVISION, AND FULLY UNDERSTANDS ITS TERMS. THE SIGNATORY IS AWARE THAT THIS INCLUDES A RELEASE OF LIABILITY, INCLUDING A RELEASE OF ALL CLAIMS OF NEGLIGENCE (INCLUDING FUTURE NEGLIGENCE) AGAINST THE CITY AND BOROUGH OF YAKUTAT, AND ITS EMPLOYEES, OFFICIALS AND AGENTS, AND UNDERSTANDS THAT SUBSTANTIAL RIGHTS HAVE BEEN GIVEN UP BY SIGNING IT. THE SIGNATORY SIGNS IT FREELY AND VOLUNTARILY OF SIGNATORY'S OWN FREE WILL WITHOUT ANY INDUCEMENT, AND FULLY AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THE SIGNATORY EXPRESSLY AGREES THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF ALASKA, AND THAT IF ANY PORTION OF THE AGREEMENT IS HELD INVALID BY A COURT OF COMPETENT JURISDICTION, THE REMAINING SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT IS BINDING ON THE OWNER'S ASSIGNEES, EMPLOYEES, AGENTS, INSURERS, AND HEIRS, AND, IF APPLICABLE, OWNER'S SHAREHOLDERS, PARTNERS OR MEMBERS

OWNER: _____

Printed Name of Owner

_____

Signatory of Owner

_____

Title of Signatory (if Owner is entity)

Dated: _____