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**AUTHORIZATION BOAT LIFT, WAIVER OF AND RELEASE FROM LIABILITY, AND
INDEMNIFICATION AND HOLD HARMLESS
– The Harbor Marina, LLC dba Gig Harbor Marina and Boatyard –**

Boat Owner Name: _____ Date: _____

Address: _____ Telephone: _____

Email: _____

Boat Name: _____ Length: _____

Registration # _____ Beam: _____

Weight: _____ Draft: _____

One Way: _____ Round Trip: _____

Date and time of lift appointment: _____

The above Boat information is complete and correct and the undersigned (“Owner/Agent”) is the owner of the Boat or has authority to sign as the owner’s agent. The Owner/Agent agrees to comply with the Moorage Rules and Marina Best Management Practices.

The Owner/Agent shall provide the certificate of insurance for insurance on the Boat and this signed waiver and release prior to any lift of the Boat. For a one way lift, the lift charges shall be paid prior to the lift. For a round trip lift, the lift charges shall be paid prior to the second lift.

The Harbor Marina, LLC dba Gig Harbor Marina and Boat Yard, its members, manager, agents and employees (hereafter, collectively, “Marina”), is authorized to put the Boat in the water, to remove it from the water, and to operate the Boat as may be necessary to lift and inspect the Boat (the “Lift”). The Owner/Agent agrees that the Marina may take pictures of the lift.

The Owner/Agent acknowledges that there are risks associated with the Lift of the Boat in and out of the water. Despite these risks the Owner/Agent continues to wish the Marina to Lift the Boat. The Owner/Agent, in consideration of being permitted to have the Boat lifted, waives all rights whatever arising from any possible damage to the Boat, other personal or real property, personal injury, illness, and death which may result from the Lift of the Boat.

Owner/Agent acknowledges some boats are vulnerable to damage from being lifted in slings. The Marina is not responsible for damage caused by lifting the Boat or weight of the Boat in slings. Special care must be taken in placement of slings to insure no damage to hull fittings. The Marina will not be liable for damages caused by improper location of slings.

All fore and aft stays and other apparatus that may interfere with the Lift of the Boat must be loosened or removed by Owner/Agent. If critical supports need to be removed it is the responsibility of the Owner/Agent to secure them by an alternate method in order to insure a safe Lift. The Marina is not responsible for condition of critical support systems and assumes no responsibility for Owner/Agent's failure to secure.

Owner/Agent should, prior to the Lift, ensure all gear and equipment in the Boat is secured against lurching or swinging of the Boat. The Marina accepts no responsibility and Owner/Agent releases the Marina from any liability or loss of items on the Boat, damage to the Boat while in slings being transported or while the Boat is in yard.

Marina employees are not authorized to perform any work on the Boat other than necessary to move the Boat to and from the water on a trailer or around the yard, unless a separate work order is signed.

Security of the Boat, once placed in the cradle, becomes the responsibility of the Owner/Agent. Prior to the Lift or boat movement, Owner/Agent should ensure that he is protected by personal liability and property damage insurance and proof of insurance shall be provided to the Marina. The insurance should cover the Boat Lift and storage in the yard, as well as damage caused by weather, vandalism, theft or any other cause. Owner/Agent agrees to defend and hold the Marina harmless from any claim for damages resulting from the negligence of Owner/Agent, employees, or independent contractors hired by Owner/Agent.

The Owner/Agent releases the Marina from any and all liability (including claims for subrogation by any insurer) for any damage to the Boat, other personal or real property, personal injury, illness and death, and any and all damages arising from lifting the Boat.

The Owner/Agent shall defend, indemnify and save the Marina harmless from all liability and expense (including attorney's fees) in connection with all claims, suits, and actions, of every name, kind and description brought against the Marina by any person or entity as a result of or on account of actual or alleged damages to personal or real property, injuries (including death) damages to any persons, entities, and/or property received or sustained, or alleged to have been received or sustained, in connection with or as a result of the Boat Lift.

The Owner/Agent assumes all liability to the Marina and any third party for any loss, injury, or damage caused by the Boat Lift including any damages to Boat or trailer resulting from any actions performed by Marina in the performance of any actions and duties necessary to launch, remove or move the Boat to or from the water. The undersigned further understand and agrees that the terms and conditions of this waiver and release from liability extends to and is binding upon the heirs, assigns, and administrators of the Owner/Agent.

Upon default of the Owner/Agent, Marina may exercise any and all remedies available to it hereunder or otherwise provided by law. Without limiting the foregoing, Marina may take reasonable measures including the use of chains, ropes and locks, or removal from the water, to secure the Boat within the Marina and the

Owner/Agent specifically authorizes Marina to take all actions allowed under the law of the State of Washington, including but not limited to under RCW 88.26 and the chattel lien statute. Upon breach of this agreement the Marina is authorized to remove the Boat and all property of Owner/Agent from the Slip and the Marina, all at the cost, expense and risk of the Owner/Agent.

In the event that any action or other legal proceeding is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration.)

I HAVE READ THE FOREGOING WAIVER OF AND RELEASE FROM LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.

Date: _____

Printed Name: _____

Signature: _____