

ST MARGARET SAILING CLUB
MARINA SLIP/MOORING RENTAL RECORD AND AGREEMENT

Boat Name: _____ Power/Sail: _____ Boat Length: _____ ft/M

Boat Description: _____

Boat Insurance Company: _____ Policy Number: _____

Boat Owner (RENTER) Name: _____ tel: _____ cell: _____

Address: _____ Email: _____

Alternate Emergency Contact: _____

Rental Period (Inclusive): From (Y/M/D) ____/____/____ to (Y/M/D) ____/____/____

Rental Charge: \$ _____ + 15% HST _____ = _____ Total (to be paid in advance)

SMSC Use Only

Assigned Slip Number or Location _____ or Mooring Number _____

Paid by: Quickbooks Invoice POS at Bar Invoice Number: _____

Checked in by: _____ Checked out by: _____

SMSC Notes: _____

WAIVER OF LIABILITY AND INDEMNITY: The use of the Marina Slip or Mooring and associated SMSC facilities is at the sole risk and responsibility of the RENTER. Neither St. Margaret's Sailing Club (SMSC) nor any of its officers, board of directors, other members, managers, representatives, employees or agents shall be liable to the Member or to others for loss of or damage to the Boat or any boat using the Marina and Slip or a Mooring or for other loss or expense or for personal injury or death resulting from or arising out of the use or condition of the Marina and Slip or a Mooring. The RENTER hereby waives, releases and forever discharges SMSC, its officers, board of directors, other members, managers, insurers, other representatives, employees or agents from time to time (collectively, the "Releasees") from and with respect to any and all claims, demands, actions or causes of action which the RENTER, his or her heirs, executors, administrators, successors, assigns, mortgagees, lien holders or insurers (collectively, the "Releasers") now have or which they or any of them can, shall or may have against the Releasees or any of them in connection with or arising out of or in connection with the Slip, the Marina or a Mooring or the use of the Slip or of a Mooring at SMSC. The RENTER, on his or her own behalf and on behalf of the Releasers, hereby agrees to hold harmless and indemnify the Releasees and each of them for and in respect of any and all claims, demands, actions, causes of action and all associated costs and expenses (including associated legal costs and disbursements on a solicitor-client basis) made or taken against the Releasees or any of them arising out of or in connection with the Slip or Mooring or the use of the Slip or Mooring at SMSC or otherwise in connection with the Slip or Mooring, whether made or taken by or on behalf of third parties or others, relating to any alleged loss, damage, violation of rights, fines, personal injury or death and whether due or attributable in whole or in part to the fault, default, negligence or contributory negligence of the CLUB or the Releasees or any of them or of any other party.

A signatory warrants and represents that they are an Owner of the Boat (the RENTER) or has the authority, as an agent of the Owner (the RENTER), to enter into this agreement on their behalf and subject them to its provisions.

OWNER (RENTER): _____ Date _____