Eastport Yacht Club
Guest Marina and Hoist Agreement

I acknowledge the risks inherent in boating and properties associated with boating, including use of the Eastport Yacht Club ("EYC") marina and hoist (the "Marina" and "Hoist", respectively). I further agree and acknowledge that “EYC” shall not be liable for any loss or damage to any person or property, including the boat identified below (“the Boat”), due to Hoist operation, fire, theft, collision, windstorm, rain, ice, snow, cold weather, accidents or acts of God or third parties, whether Licensees of the Marina or not, or due to other cause not enumerated herein.

In consideration for EYC allowing the use of the Marina and/or Hoist, I agree and acknowledge that I shall be liable for, and shall indemnify and hold EYC harmless from, any loss, property damage or personal injury suffered by myself or other persons caused directly or indirectly by the Boat or operator, crew or guests of the Boat, including, but not limited to: damage or injury caused by operation of the Boat or the Hoist by myself or operators, crew or guests of the Boat; damage or injury caused by the Boat or by myself or by operators, crew or guests of the Boat while it is moored or in dry storage or in the Hoist or after breaking away from its mooring; or damage or injury caused by substances (including fuel or objects) or dangerous conditions in or on the Boat, the Hoist or Marina premises.

I understand and agree that I shall likewise be liable for, and shall indemnify and hold EYC harmless from, any loss, property damage or personal injury caused by acts of my crew or guests while on EYC premises whether at EYC’s invitation or not.

I further understand and agree that use and operation of the Hoist is at my own risk and that EYC is not and shall not be liable for any damage to property that may occur as a result of use of the Hoist. I agree that I am and shall be responsible for proper securement of the Boat and maintenance of hardware and lines on the Boat, including the hoisting bridle.

I understand and agree to the following Hoist rules:

1. Use of the Hoist is at my own risk
2. The capacity of the Hoist is 2 tons and it may not be overloaded
3. No standing is permitted under a suspended load
4. No persons or animals are permitted to ride in a suspended load
5. The Hoist must be tied-off when not in use.
6. Any Hoist problems must be reported promptly to the EYC office.
7. I will sanitize hoist controls and tractor after use.

I represent that the Boat is covered by a liability insurance policy.

Signed_____ Date_____

Name:_____ Club Affiliation:_____

Boat Type/Name: _____

Trailer Tag#:_____

Contact#:_____Email:_____

Version 7-28-20