

EYC CRANE USAGE RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned Member, upon execution of this CRANE USAGE RELEASE AND INDEMNIFICATION AGREEMENT, shall have the right to use the two hoist cranes on the pier, subject to and in accordance with all applicable Eastern Yacht Club Waterfront Rules and Regulations, in effect from time to time, and upon the payment of any applicable fees for either the use of the cranes or summer dry storage, upon the following terms and conditions:

The Member shall be solely and exclusively responsible for any damage(s) or loss(es) to personal property and/or any personal injury to the member or anyone else, that may arise out of the use of the cranes by the Member, and the Member shall not look to the Eastern Yacht Club, its Council, members, or staff, their heirs, successors or assigns, for contribution to or on account of any such damage(s) or loss(es) to personal property and/or any personal injury. The Member, on his/her behalf, and on behalf of his/her spouse, children, heirs successors or assigns, hereby releases the Eastern Yacht Club, its Council, members, and staff, their heirs, successors or assigns, of and from any and all claims, losses, damages, judgments, costs and/or expenses arising out of any such damage(s) or loss(es) to personal property and /or any personal injury and hereby indemnifies and hold them harmless there from.

If a Member is unfamiliar with the use or operation of the EYC Cranes he or she is strongly encouraged to seek assistance from the Dockmaster or Assistant Dockmaster.

Executed as a sealed instrument:

Signature: _____

Name (please print): _____

Date: _____

EYC Club Number: _____

Email Address: _____

Phone Number: _____