

RELEASE AND INDEMNITY

(PLEASE READ CAREFULLY)

RE: USE OF TIDAL GRID

GRID POLICIES:

- Any member booking the grid for two consecutive days will be charged for the two days even if the second day is not used. Another member may wait list for the second day and, to ensure the grid isn't empty and to avoid a charge, the original member is obligated to contact the wait listed member if the second day is not required.
- No modifications, i.e. blocks, are to be made on the grid other than by Maintenance or as directed by Maintenance.
- CENTER GRID USERS - If you must tie "Bow - East", notify West Grid user (or note on west grid sheet).
- NO POWERING ONTO THE GRID OR OFF. (Makes a mess of the grid.)
- If hull is to be scraped, a drop sheet MUST be used and all material to be put in container (under direction of staff). This item must be approved by maintenance prior to work being commenced.
- NO MEMBER WILL BE PERMITTED TO CLEAN HIS OR HER VESSEL'S BOAT BOTTOM. BYC STAFF WILL HAVE TO BE HIRED TO CLEAN VESSELS. (Note: Rate for cleaning will be half of the full service rate).

To: Burrard Yacht Club and Trident Foreshore Lands Ltd.
(hereinafter known as the "Club") and its directors, officers, employees, representatives, officials and agents (collectively called the "Agents").

AGREEMENT: I have examined the tidal grid, related apparatus and blocking materials (hereinafter "Tidal Grid") and the method of blocking and placement of the Tidal Grid blocks before moving my vessel onto the Tidal Grid and I am satisfied that the method and placement of the blocking on the Tidal Grid by the Club and or its Agents is suitable for my vessel's requirements.

In consideration of the Club granting to me permission to use its Tidal Grid for dry docking my vessel, I agree to: **RELEASE, WAIVE, SAVE HARMLESS AND INDEMNIFY** the Club

and/or its Agents from and against all claims, actions, costs and expenses and demands in respect to death or injury to my person or damage to my property and in particular damage to my vessel or to other vessels in the Tidal Grid wheresoever and howsoever caused arising out of or in connection with, the method of blocking and placement of my vessel on the Tidal Grid and notwithstanding that the same may have been contributed to or occasioned by any act or failure to act (including, without limitation, negligence), of the Club and/or any one or more of its Agents.

I further agree and acknowledge that:

1. I have requested that the Club permit me to use the Tidal Grid for my own purposes of dry docking my vessel and it remains the sole responsibility of me to examine and confirm the suitability of the Tidal Grid and its particular method of blocking to ensure that my vessel will be free from damage;
2. I am aware of the risks of damage to my vessel when putting my vessel onto the Tidal Grid;
3. I assume the risks of damage inherent in use of the Tidal Grid and waive notice of all hazards, dangers or otherwise with respect to use of the Tidal Grid;
4. I agree that this release and indemnity shall bind my heirs, executors, administrators and assigns. I have read this release entirely and understand its nature, content and effect fully.

DATED at _____, British Columbia, this ____ day of _____, 200__.

Signature of Witness

Signature of Member

Name of Witness (printed)

Name of Member (printed)

Vessel Name (printed)

DATE ON GRID _____