



### **TERMS & CONDITIONS - PLEASE READ CAREFULLY**

1. Moorage payment is due on receipt of booking confirmation from Rivermouth Marina.
2. Moorage cannot be assigned, loaned, sublet, or rented out to other individuals.
3. All boat owners agree to maintain insurance on their boat at all times sufficient to cover the value of their boat, and third party liability coverage for at least \$1,000,000.00.
4. Customers are forbidden from performing any work on their boats and motors at the Marina without prior submission of proposed works and prior written agreement of the Marina manager.
5. Customers are forbidden from performing any work on Marina infrastructure including but not limited to the docks, slips/moorings, pilings and accesses without prior submission of proposed works and prior written agreement of the Marina manager.
6. Customers are responsible for the area around their slip and agree not to do anything to obstruct the docks/moorings/walkways in any manner (including with mooring line etc.)

Terms & Conditions are subject to change and may be updated at Marina Operator's sole discretion. Updates may be e-mailed, texted to the Tenant or posted on marina bulletin boards. The Marina Operator may have policies and procedures regarding other Marina operations (eg. Parking) beyond those described herein.

### **RELEASE AND INDEMNITY - PLEASE READ CAREFULLY**

In consideration of being permitted by 1242420 B.C. Ltd. dba "Rivermouth Marina", and its directors, officers, shareholders, employees, representatives, and agents (hereinafter referred to as "Rivermouth") to use the marina facilities operated by Rivermouth (the "Marina") for the moorage of boats and all activities incidental thereto including, but not limited to, travel in and out of the Marina, loading and unloading boats and using the parking facilities, decks, wharves and other facilities operated by the Marina (all collectively called the "Marina Activities"), and for other good and valuable consideration (the receipt of which is hereby acknowledged by the undersigned) I, the undersigned, agree that:

1. I am aware and understand that there are risks inherent in participating in the Marina Activities and I have read the Awareness Information set out below;
2. Rivermouth does not guarantee, and Rivermouth is not responsible for, my safety or the safety of my family members, agents, employees, invitees, or guests (together the "Invitees") in connection with any of the Marina Activities;
3. I HEREBY RELEASE, FOREVER DISCHARGE, SAVE HARMLESS AND INDEMNIFY Rivermouth from and against all claims, actions, costs (including legal costs on a solicitor and own client basis), damages, expenses and demands in respect of death, injury, loss or damage to myself, my property or any Invitees and/or their property wheresoever and howsoever caused, arising out of, or in connection with the Marina Activities, notwithstanding that the same may have been contributed to or occasioned by any act or failure to act (including, without limitation, negligence, imprudence, lack of skill or error of judgment) of Rivermouth. I further agree and acknowledge that:
  - a) I will obey and I will cause the Invitees to obey the rules communicated to me, whether in writing or otherwise, established by Rivermouth and I will govern myself in such a manner as to be responsible for my own safety and property and the safety and property of the Invitees;
  - b) I, personally and on behalf of the Invitees, assume all risks and waive notice of all conditions, dangers or otherwise, in or about the Marina or relating to the Marina Activities.

### **AWARENESS INFORMATION**

All marina and water sport activities (including but not limited to being a passenger on, going aboard, coming ashore from or operating a boat) are conducted with some degree of risk and accidents do occur. Unexpected weather conditions, equipment failures, or judgment errors are merely some of the causes which can result in damage to property or serious injury or death.