

Grand Harbour Marina

150 Laguna Parkway, Brechin, ON L0K 1B0 • Tel: 705-558-9533 • hello@grandharbourmarina.ca
www.grandharbourmarina.ca



LIABILITY WAIVER AND RELEASE OF ALL CLAIMS

Slip No: _____

IMPORTANT — PLEASE READ CAREFULLY BEFORE SIGNING. This is a legally binding document that affects your rights. By signing below, you agree to release Grand Harbour Marina from liability as described herein. If you have any questions, please consult legal counsel before signing.

SECTION 1 — CUSTOMER CONTACT INFORMATION

Name *

Address

Postal Code

Email *

Phone *

Insurance Company / Policy #

Copy on File?

Relationship to Vessel / Marina:

☐ DOCKO ☐ SEASONAL ☐ VISITOR ☐ EMPLOYEE ☐ VENDOR ☐ GUEST/CREW

SECTION 2 — VESSEL DETAILS

Year

LOA (ft) *

Slip #

Make

Vessel Name

VIN/HULL #

Registration #

Trailer Details

Plate #

Trailer Location

Key Location

Trailer Type:

☐ Single ☐ Tandem ☐ Tri ☐ Pontoon

Requested Location for Winter Storage:

☐ Trailer ☐ Covered Slip ☐ Dry Dock ☐ Blocked ☐ Driveway

Grand Harbour Marina — Liability Waiver

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The purpose of this document is to release **Grand Harbour Marina**, its directors, officers, employees, agents, affiliates, contractors, and landlords (collectively referred to as the “**Released Parties**”) from **any and all liability** arising out of the use of the marina facilities, including but not limited to any activities involving the inspection, repair, maintenance, or operation of personal watercraft or vessels located at Grand Harbour Marina.

SECTION 4 — ACKNOWLEDGMENT OF INHERENT RISK

I acknowledge that activities involving boats and personal watercraft carry inherent risks, including property damage, bodily injury, or death. These risks may arise from my own actions, the actions or negligence of others, the condition of the marina facilities, equipment, weather, or other factors beyond the control of **Grand Harbour Marina**. I voluntarily assume **all such risks**, whether foreseeable or not, and accept full responsibility for any injury, loss, or damage that may occur while on marina property.

I further acknowledge that water-based environments present specific hazards including but not limited to: slippery surfaces and docks, changing weather and water conditions, vessel wakes and traffic, fuel and chemical exposure, electrical systems and shore power, fire and explosion risk, and hypothermia or drowning. I accept these risks as inherent to the marina environment.

SECTION 5 — WAIVER, RELEASE, AND DISCHARGE

In consideration for being permitted to use the facilities at **Grand Harbour Marina**, I hereby fully release and discharge the Released Parties from **any and all claims, demands, actions, or causes of action** that may arise out of any loss, damage, injury, or death, whether caused by **negligence, breach of duty, or otherwise**, including but not limited to:

- Personal injury or death
- Property damage or theft
- Loss arising from acts of nature, fire, flood, weather, or technical malfunction
- Any alteration, delay, or change caused by unforeseen or uncontrollable events
- Damage caused by other marina users, guests, or third parties on the premises

This release applies to all present and future claims, known or unknown, arising from my presence at or activities conducted within Grand Harbour Marina.

SECTION 6 — INDEMNIFICATION

I agree to **indemnify, defend, and hold harmless** Grand Harbour Marina, and all Released Parties from any claims, costs, damages, losses, or expenses (including reasonable legal fees) arising out of or related to my use of the marina facilities, my vessel, or the acts or omissions of any person I bring onto the premises. This indemnification obligation shall survive the termination or expiry of this agreement.

SECTION 7 — CONTRACTOR & VENDOR INSURANCE REQUIREMENTS

If I engage any contractor or subcontractor to perform work on my vessel or watercraft located at Grand Harbour Marina, I agree that any such contractor shall:

- Maintain a minimum of five million dollars (**\$5,000,000**) in commercial general liability insurance coverage
- Provide proof of insurance to the Grand Harbour Marina office prior to commencing any work on site

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- Provide a valid WSIB (Workplace Safety and Insurance Board) clearance certificate prior to commencing any work on site

Failure to provide proof of insurance and WSIB clearance may result in the contractor being denied access to the property. Grand Harbour Marina reserves the right to remove any unauthorized contractor or vendor from the premises without notice.

SECTION 8 — RULES, REGULATIONS & CONDUCT

I agree to act responsibly and safely while present at the marina at all times. Specifically, I agree to:

- Remain attentive to my surroundings and the surroundings of others at all times
- Follow all posted rules, regulations, signage, and instructions issued by Grand Harbour Marina staff
- Operate all watercraft in a safe and lawful manner in accordance with the Canada Shipping Act and Transport Canada regulations
- Not engage in reckless, dangerous, or disruptive behaviour on the property or on the water
- Ensure that children and non-swimming guests under my supervision wear approved personal flotation devices (PFDs) at all times on docks and vessels
- Report any hazards, spills, accidents, or unsafe conditions to marina staff immediately
- Comply with all applicable provincial and federal environmental regulations, including proper fuel handling and waste disposal

SECTION 9 — PROPERTY & PERSONAL BELONGINGS

Any equipment, gear, or personal belongings left aboard my vessel or anywhere on marina property are left **at my sole risk**. Grand Harbour Marina assumes **no responsibility or liability** for loss, theft, or damage to any items remaining on board or on the premises. The marina shall not be held liable for any damage to canvas tops, enclosures, or fasteners that may occur during their removal or handling by marina personnel.

SECTION 10 — PHOTOGRAPHY & MEDIA CONSENT

Please select one of the following:

- ☐ **I CONSENT** to Grand Harbour Marina photographing or recording my vessel, my person, or my activities at the marina for use in promotional, marketing, and social media materials.
- ☐ **I DO NOT CONSENT** to the use of my image or vessel in any marketing or promotional materials.

SECTION 11 — EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT NAME

RELATIONSHIP

PHONE NUMBER

SECONDARY CONTACT

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SECTION 12 — GOVERNING LAW & SEVERABILITY

This Waiver and Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that any dispute arising under this agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

If any provision of this agreement is found to be invalid, unenforceable, or contrary to law, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

SECTION 13 — ACKNOWLEDGEMENT & ENTIRE AGREEMENT

It is my express intention by signing this document to **waive, release, and discharge Grand Harbour Marina** and all Released Parties from any and all liability arising from my presence at, or activities conducted within, Grand Harbour Marina. I understand that by signing this waiver, I **waive any and all legal claims** against Grand Harbour Marina, and/or their authorized agents and representatives, and agree to hold harmless and forever discharge the Released Parties from all claims, demands, or causes of action including but not limited to personal injury, property damage, or wrongful death, even if caused by their negligence.

This agreement shall be **binding upon me, my heirs, executors, administrators, successors, and assigns**. I have read and fully understand the contents of this waiver and release and voluntarily agree to be bound by its terms. I confirm that I am **18 years of age or older** and have the legal authority to sign this agreement.

I have read, understood, and voluntarily signed this document. I understand that it affects my legal rights and agree to be bound by all terms set forth above.

SIGNATURES

Date at the Township of Ramara on this _____ day of _____, 20_____

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

GRAND HARBOUR

Name:

Owner / Authorized Signatory

Name & Signature:

Print Name & Phone Number:

WITNESS

Name:

Witness Signature: