

Westport Headlands Boat Permit Application and Agreement

By signing this Agreement with Waiver of Liability, Hold Harmless, and Indemnification Provisions, I acknowledge and agree with, and represent to the Westport Village Society ("WVS"), a California non-profit corporation, as follows:

I agree to assume responsibility for all risks arising out of use of the Watercraft. My participation in the activity is purely voluntary. I assume full responsibility for myself and all passengers on the watercraft, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of passengers, riders, and myself while using or transporting the watercraft.

I agree to the foregoing because I understand that watercraft, water bodies and areas in and around watercraft can be hazardous to both property and persons, thereby posing a substantial risk of injury and even death to persons and serious damage to property. Such hazards include but are not limited to:

- A. Weather conditions that may change quickly, including but not limited to wind, rain, snow, lightning and excessive heat and sun;
- B. Water conditions that may change quickly, including waves, currents, boat wakes, tides, whirlpools and cold water temperatures, exposure or overexposure to cold (hypothermia) or heat;
- C. Damage, injury or death as a result of contact with animals either on land or on water, including but not limited to areas in and around WVS premises or staging areas;
- D. Damage, injury or death as a result of traversing in or around WVS premises or staging areas, including but not limited to stairs, equipment on the premises, steep slopes, cliffs and rocks;
- E. Injury or death as a result of ingesting contaminated water, drink or food;
- F. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, suffering a propeller strike from a motorized vessel, or while launching and landing on shore whether on land or dock, or as a result of collision with natural or manmade debris;
- G. Muscular or skeletal injury, strain or damage due to physical exertion, especially, but not limited to, my head, wrists, arms, shoulders, legs and back;
- H. Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- I. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience or expertise;
- J. Injury or death as a result of being entrapped in a Vessel or falling out of a Vessel;
- K. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the Vessel;
- L. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- M. Failing to properly wear a personal floatation device;

By signing this Agreement I acknowledge that if anyone is hurt or property is damaged while I am using the watercraft, or during my presence on or use of the watercraft or WVS premises, I may be found by a court of law to have waived my right to maintain a lawsuit against WVS on the basis of any claim, including subrogation, from which I have released it herein, including claims that the WVS was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read and fully understood it and I agree to be bound by its terms.

I therefore agree, on behalf of myself, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify the WVS respective officers, directors, employees, agents, subsidiaries, legal representatives and assigns, from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on WVS premises or use of the watercraft on those premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage arising solely or partially from the negligence or other fault of the WVS.

CONTINUED ON REVERSE

PERMIT APPLICATION
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Name: _____ Address: _____

Email: _____ City: _____

Phone: _____ State, Zip: _____

Boat License/Serial#: _____ Boat Length: _____ feet

Boat Description: (Maker, model, color, etc.):

RULES

Small watercraft less than 300 pounds may be used in the Westport Headlands Park subject to the rules and conditions in this agreement. Overnight storage of watercraft in the park requires a permit from WVS. Permits for seasonal boat storage are issued by the WVS at its sole discretion and may be revoked for violations of the permit conditions at any time. Applicants for boat storage permits agree to the following conditions:

- 1) I agree to comply with all federal, state and municipal laws and regulations applicable to the use of the watercraft. If I operate the watercraft, I will operate the watercraft in a careful and prudent manner. I understand that the only person authorized to operate the watercraft is a person who has signed this agreement; is over eighteen years of age and is competent to operate the Watercraft.
- 2) I agree to pay a fee of \$20 per season for a boat storage permit.
- 3) Storage of watercraft on the beach is allowed only between May 1 to October 31 with a valid permit.
- 4) I agree to secure (lock) my watercraft to the designated boat anchorage when not in use. No watercraft shall be secured to the stairs or any other location without WVS approval. I agree not to establish any alternate boat anchorage location without the express advance approval of WVS. If an alternate anchorage is approved by WVS, the construction cost shall paid by the permittee.
- 5) I agree to hand carry watercraft into the park using the stair rails to lower and retrieve them from the beach. To avoid environmental damage, no watercraft shall be lowered or raised down the bluff face and care shall be taken not to spill motor fuel or oil. No vehicles may be driven into the park.
- 6) I agree my watercraft use will not interfere with other beach uses and will protect public safety, avoid environmental damage, and minimize aesthetic impacts.
- 7) I agree WVS is not responsible for any damage to or theft of watercraft stored in the park. I agree not to leave any unsecured equipment when they are not in use (oars, life vests, motors, etc.).
- 8) I will promptly resolve any violations of these rules or WVS may revoke my permit and impound my watercraft. I agree to pay a fee of \$100 to recover my impounded watercraft if violations occur.

The undersigned has/have read fully and hereby agree(s) to the Waiver of Liability, Hold Harmless, and Indemnification Provisions which are set out on the reverse side of this sheet and the Rules stated above, which are an integral part of this Agreement. This Agreement constitutes the entire agreement and understanding between myself and WVS. This Agreement supersedes and replaces any and all previous agreements, discussions or understandings, whether oral or written between myself and Company. I acknowledge and agree to adhere to all rules specified in this agreement.

BY SIGNING THIS CONTRACT, I KNOW THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature: _____

Date: _____