

Louisville Yacht Club Boat Ramp and Trailer Storage Agreement

This Agreement is made this ____ day of _____, 201_, by _____ (herein, the "Releasor"), whose address is _____, in favor of the Louisville Yacht Club Association Inc., a Kentucky non-profit corporation (the "Club"). The terms of this Agreement are from May 1, 201_ to April 30, 201_.

Whereas, the Releasor desires to utilize the boat ramp and boat storage located on the property of the Club (collectively, the "Facility") and

Whereas, in accordance with its right to impose reasonable regulations concerning the use of Club property, the Club requires each member and renter desiring to utilize the Facility to execute this agreement.

Therefore, in consideration of the privilege of utilizing the Facility, the Releasor agrees as follows:

1. Acknowledgement. Releasor acknowledges that the launching and recovery of boats is a dangerous activity and that Releasor and/or the personal property used by the Releasor during the course of Releasor's use of the facility may suffer serious physical injury, death or damage, or may cause injury or death to another's property or person, or to the property of Releasor, and that all risks connected with the use of the facility are to be borne and assumed by Releasor.

2. Release and Indemnification. Releasor for himself/herself, his/her spouse and/or minor children, legal representations, successors, heirs and assigns, hereby releases, holds harmless, waives and discharges the Club and Inland Marine Service, Inc., and their respective officers, directors, incorporators, representatives, members, agents and employees (herein, collectively the "Releasees") from any and all liability for any and all loss or damages of any nature whatsoever, and any claim or damages resulting therefrom whether directly or indirectly, on account of injury to Releasor's person or property, including injury resulting in death of the Releasor, a third party, or otherwise. Releasor agrees to indemnify the Releasees and each of them from any loss, liability, damage or cost, including any and all costs and attorney fees that Releasees may incur due to the Releasor's use of the Facilities.

3. Release and Assumption. All of Releasor's property of every kind and description which may at any time be kept in or about the Facility shall be kept at Releasor's sole risk, and the Club shall not be liable to Releasor, his/her family members or guests, for any damage, loss, compensation, accident or claims whatsoever resulting to Releasor's property from any fire, robbery, theft, or any other casualty; any water, wind, rain or snow; any acts or omissions of the Club or any other member thereof; of any other cause whatsoever.

4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

5. Releasor further agrees to the following:

a. In the event of extreme high water, the Releasor is responsible for removing or securing their boat/trailer. No notice of high water will be given by the Club.

b. Releasor will be assigned a specific trailer/boat parking space identified by a letter (A – Z). Releasor shall not use any other space than that which is assigned to them.

c. Releasor will secure the ramp chain and lock immediately after their boat has been launched or retrieved.

d. The parking lot/grass area adjacent to the boat ramp is not to be used for temporary parking of launch vehicles and/or trailers.

e. A maximum 18 foot boat and trailer is to be launched on the ramp and stored in the boat parking space.

f. The annual fee is \$100.00 per assigned storage space.

Releasor acknowledges that he/she has read this agreement, is at least eighteen (18) years old, is not under a disability and fully understands its contents. Releasor understands that this Agreement is a release of liability and acknowledges that he or she can read the English language and is entering into this Agreement of his/her own free will.

This Agreement is executed as of the date first written above.

Trailer make, color and VIN number

Boat make, color and VIN number (if applicable)

Releasor:

Signature

Printed Name

Date

Slip # _____

Parking space assigned: _____

Return this completed form by March 20, 2015 and your check made out to Louisville Yacht Club and mail to:

Louisville Yacht Club

P.O. Box 1125

Prospect, KY 40059