

## RELEASE, WAIVER AND INDEMNITY

In consideration of the Regina Beach Yacht Club Inc. (the "Club") entering into the Moorage Agreement, I/we hereby agree to relinquish all claims and causes of action, whether presently existing or that may arise in the future, which I/we as Owner(s) might otherwise have against the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, arising from loss of or damage or injury to myself/ourselves or any persons for whom I/we am/are responsible by law or the boat or any equipment, supplies or accessories of the Owner(s), or any other boat in which I/we may have an interest at the time such loss, damage or injury occurs.

I/we further agree to indemnify and save harmless the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, from and against any and all manner of actions or causes of actions, damages, costs, loss or expenses of whatever kind (including, without limitation, legal fees on a solicitor and client basis) which the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, may sustain, incur or be put to by reason of or arising out of any act or omissions which I/we or any person for whom I/we am/are at law responsible from the use or occupation of the moorage space and ancillary facilities or areas provided by the Club in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by me/us or any persons for whom I/we are at law responsible under any laws, regulations or requirements of any federal, provincial or municipal authority or any of the covenants, agreements, terms, conditions and provisions contained in the Moorage Agreement. Such liability to indemnify and save harmless shall survive any termination of the Moorage Agreement.

I/we further agree to have and maintain boat and motor liability insurance in the minimum amount of \$2,000,000.00, a copy of which policy shall be provided to the Club upon request.

I/we have read and understand the above release, waiver and indemnity and I/we am/are aware that by signing this Agreement, I/we am/are waiving certain legal rights which I/we or my/our heirs, next of kin, executors, administrators and representatives may have against the Club.

DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation