



Silva Bay Resort & Marina Ltd. Boat Launch Liability Waiver

This waiver, signed on the _____ day of _____, 20_____, is an Agreement between Silva Bay Resort & Marina Ltd. ("the Marina") and the undersigned ("the User"), regarding the use of Marina's boat launch facilities. This waiver is designed to release the Marina from liability and outline the User's assumption of risk. Please read carefully.

I. Disclaimer of Liability

- 1. Personal Risk Acknowledgment:** The User acknowledges and agrees that the use of the boat launch, marina facilities, and surrounding areas involves inherent risks, which include, but are not limited to, bodily injury, property damage, loss, or death. These risks arise from various factors including environmental conditions, other users' actions, the condition of the boat ramp and launch facilities, and equipment-related issues. **By signing, the User assumes all risks associated with the use of the Marina's facilities.**
- 2. Liability Release:** The User agrees to release, indemnify, and hold harmless the Marina, including all associated members, employees, agents, representatives, successors, insurers, and contractors from any and all claims, demands, proceedings, costs, damages, expenses, and actions that arise out of or in connection with injuries, damages, or losses sustained by the User, the Marina, or anyone else during the use of the Marina's facilities, regardless of whether caused by the Marina's negligence or other conduct of the Marina or anyone for whose conduct the Marina is responsible. Without limiting the generality of the foregoing, the User shall be responsible for, at their own expense, and will keep indemnified the Marina, including all associated members, employees, agents, representatives, successors, insurers, and contractors, from and against any and all claims, demands, proceedings, costs, damages, expenses, and actions incurred by or because of the User or the User's guest's use of the boat launch, marina facilities, and surrounding areas, regardless of whether caused by the Marina's negligence or other conduct of the Marina or anyone for whose conduct the Marina is responsible.
- 3. Property Damage:** The Marina shall not be liable for any loss or damage to personal property, vehicles, trailers, watercraft, or equipment left, stored, or transported to the Marina's premises. The User assumes full responsibility for safeguarding their belongings



and acknowledges the risk of damage from natural elements, other users, and incidental occurrences.

II. Express Assumption of Risk

1. **Inherent Risks:** By signing this waiver, the User acknowledges that activities involving watercraft, boat launch, and related equipment can be hazardous and involve risks, including but not limited to:
 - **Slippery surfaces** on launch and docks, which may lead to falls.
 - **Collisions** with other watercraft, natural objects, or man-made structures.
 - **Risks of drowning, hypothermia, and marine life interactions.**
 - **Damages sustained to User property or the property of others.**
 - **Limited availability of emergency medical services** in the vicinity.
2. **User's Voluntary Choice:** The User is under no obligation to use the Marina's boat launch and has voluntarily chosen to use the facilities with full understanding of the risks involved. The User further acknowledges the availability of alternative facilities and waives any claim related to the Marina's unique conditions.
3. **Extended Responsibility for Guests and Minors:** By signing this waiver, the User accepts responsibility for any accompanying guests, including minors. The User agrees that the Marina shall not be held liable for injuries or damages incurred by guests or minors under their supervision.
4. **Conditions of the Marina Boat Launch and Surrounding Areas:** The Marina makes no warranties, express or implied, as to the condition of the boat launch and surrounding areas or the suitability of the boat launch and surrounding areas for the User's intended purposes. The User acknowledges that the User had an opportunity to inspect the boat launch and surrounding areas prior to execution of this Agreement and agrees to accept the boat launch and surrounding areas in their current condition as sufficiently safe for the purpose for which the User intends to use them.

III. Indemnity

The Marina and its members, employees, agents, representatives, successors, insurers, and contractors shall not be liable, either jointly or severally or solely, for any injury, loss or damage regardless of fault related in any way whatsoever to the use of the boat launch, marina facilities, and surrounding areas by the User or the User's guests. The User agrees not to file, pursue, or support any legal action, arbitration, or claim against the Marina for any injury, loss, damage, or



other harm sustained through the use of the Marina's facilities. This release applies to claims arising from both visible and hidden defects or conditions on the property, regardless of fault.

The User shall indemnify the Marina and its members, employees, agents, representatives, successors, insurers, and contractors for any injury, loss, or damage regardless of fault incurred by any person resulting from the use of the boat launch, marina facilities, and surrounding areas by the User or the User's guests.

IV. Insurance Requirement

1. **Personal Liability Insurance:** The User confirms that they hold a valid and current liability insurance policy with a minimum coverage of \$2,000,000 for their watercraft. This policy must remain active at all times while the vessel is on Marina property or otherwise using marina facilities. The Marina reserves the right to request proof of insurance as a condition for using the launch facilities.
2. **Third-Party Contractors:** If using contractors for vessel maintenance or launch preparation, the User acknowledges that such individuals act solely on behalf of the User. The Marina bears no responsibility for their actions or any damages they may cause.

V. Acknowledgment of Warnings

The undersigned acknowledges and accepts the following warnings:

1. **Launch Condition:** Launch may be slippery due to water, algae, or debris.
2. **Environmental Hazards:** Natural and man-made hazards (e.g., submerged objects, waves, marine animals) can pose risks.
3. **Emergency Limitations:** Immediate emergency response may not be available on-site. The User should be prepared to address minor incidents independently and understands that delays in assistance may occur.
4. **Weather and Tide Conditions:** Adverse weather and tides can impact safety and launch feasibility. The User is responsible for making safety judgments based on these factors.

VI. Acknowledgment and Signature

By signing below, the undersigned acknowledges having read and fully understood the terms of this Waiver and agrees to all terms and conditions. This Waiver is binding on the User, their heirs, and assigns, and is irrevocable.



User's Full Name (Print): _____

Signature: _____

Date: _____

Contact Information (Phone & Email): _____

Insurance Information:

Boat Policy Number: _____

ICBC Policy Number: _____

Start Date: _____

Start Date: _____

End Date: _____

End Date: _____