

RELEASE IN FULL OF ALL LIABILITY

In consideration of the rental and provision of a boat mooring/slip by the Fish Creek Harbor Commission and the Town of Gibraltar, I/we, the undersigned, to hereby release and forever discharge the Fish Creek Harbor Commission and the Town of Gibraltar, together with their officers, agents, employees, successors and assigns, from any and all actions, causes of actions, claims and demands for, upon or by reason of, any damage, loss or injury, whether to persons or to property, which heretofore has been or which hereafter may be sustained by the undersigned, their heirs, administrators, successors, assigns, licensees, invitees or any other person claiming thereunder, which in any way relates to the rental or use of said boat moorings/slips, including the maintenance thereof.

This release extends and applies to, and also covers and includes, all unknowns, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal or local law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time to the person executing such release are hereby expressly waived.

The undersigned acknowledges that the use of boats, and the mooring/slip thereof, are activities which expose persons and property to a number of perils, including, but not limited to, damage and loss from weather, submerged objects, failure of ground tackle, collision and other risks. The undersigned is mindful of the nature of these activities in executing this release.

This release is binding upon the undersigned, their heirs, administrators, successors, assigns, licensees and invitees. The undersigned represent that they constitute all of the owners of the boat assigned to the applicable mooring/slip.

Dated this _____ day of _____, _____.
