

BOAT STORAGE AGREEMENT AND INDEMNIFICATION FORM
For Private Boat Owner

This agreement entered into this _____ day of _____ 20____, by and between the Greater Dayton Rowing Association at Island Park, Dayton, Ohio (hereinafter "GDRA") and _____ (hereinafter "User").

WITNESSETH THAT:

GDRA, in consideration of the fee hereinafter set forth and the mutual covenants and terms contained in this agreement, does hereby grant to User the use of a Boat Storage Facility hereinafter described during the term of this agreement.

1. Term of Agreement: During the period _____ through *December 31, 2006*, User shall have access to and use of the below-described Boat Storage Facility. User's boat(s) shall be removed from the facility within 60 days after the termination date, unless this Boat Storage Agreement has been renewed prior to this date by mutual agreement of User and GDRA.

2. Payment: User shall pay to GDRA, as fee for the above, the sum of _____.

3. Description of User's Boat(s): User's boat(s) is(are) more specifically described as follows:

_____.

User is responsible for notifying GDRA of any changes to the above description during the term of this agreement.

4. Description of Boat Storage Facility: The Boat Storage Facility consists of the boathouse and boatyard located on Island Park, Dayton, Ohio. The GDRA will allocate the User a specific storage location for the User's boat(s). The specific storage location may be changed by the GDRA during the term of this agreement. At the start of the term of this agreement, the specific storage location allocated to the User is:

_____.

5. Assignment: User shall not assign the storage space above without the prior written consent of the GDRA. If User sells their boat(s) or in any other way transfers ownership, then User must immediately notify GDRA. The storage space assigned in this agreement is not transferable.

6. Compliance with Laws and Regulations: User shall comply with all applicable laws, ordinances and regulations of the State of Ohio, the City of Dayton, Five Rivers MetroParks, and GDRA with regard to the storage and use of the User's boat(s) at the storage facility.

7. Holding Over: In the event that User holds over after the termination of this agreement the continued occupancy of the space by the User shall be construed as a tenancy at sufferance at the rental herein specified, subject to cancellation by GDRA and subject to changes in the rental, terms and conditions upon written notice by GDRA to the User.

8. Cancellation: GDRA reserves the right to cancel this agreement upon written notification. User shall immediately remove boat(s) from the storage facility within five (5) days of the date of GDRA's written notice of cancellation. Upon failure to comply with the terms of this agreement or any applicable laws, ordinances or regulations, the User shall pay to GDRA, prior to the removal of User's boat(s), the sum of Five Dollars (\$5) per day per boat as liquidated damages. In no event will the User be allowed to make use of the storage facilities subsequent to the date of cancellation except to remove the boat(s) from the premises.

9. Indemnification: USER HEREBY RELEASES, discharges, and covenants not to sue Five Rivers MetroParks, GDRA, their administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on User's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, in regard to Five Rivers MetroParks' and GDRA's roles and responsibilities as provider and manager, respectively, of the Rowing Facilities at Island Park; and User further agrees that if, despite this release and indemnity agreement, User, or anyone on User's behalf, makes a claim against any of the Releasees, in regard to their roles as provider and manager, USER WILL

INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

10. Property damage: All property stored within, on or about the premises by User shall be at User's sole risk. Five Rivers MetroParks, GDRA, their administrators, directors, agents, officers, volunteers and employees shall not be liable to User for any damage to, or loss of, any property while at the premises, arising from any cause whatsoever including, but not limited to: fire, theft, vandalism, water damage, mysterious disappearance, rodents, acts of god, or the active or passive acts of omissions or negligence of Five Rivers MetroParks, GDRA, their administrators, directors, agents, officers, volunteers or employees. Agents specifically include other persons or organizations (for example the University of Dayton Crew) who are acting at the direction of or in coordination with GDRA.

11. Insurance: **Neither GDRA nor MetroParks carry insurance for any loss whatsoever that User may have.** User must obtain any insurance desired at their own expense. GDRA strongly recommends that User secure their own insurance to protect User and User's property against all perils.

12. Hazardous Conditions: User AGREES AND WARRANTS that User will examine and inspect each Activity in which User takes part at the Island Park Rowing Facilities and that, if User observes any condition which User considers to be unacceptably hazardous or dangerous, User will notify the proper authority and will cease to take part in the Activity until the condition has been corrected to User's satisfaction. Activities include, by way of example and not limitation, handling and storing boats, maintenance and cleanup work, and rowing itself. Hazardous conditions include, but are not limited to, equipment and facilities that have been damaged or made unsafe by vandalism, high water, improper use, normal wear, or inadequate maintenance, and the actions of other persons such as throwing of objects from bridges.

IN WITNESS THEREOF GDRA and User, by their duly authorized agents have executed this agreement on the day and date first herein above written.

Greater Dayton Rowing Association: By: _____ Date: _____
Title: _____

User: Signature: _____ Date: _____
Print name: _____
Address: _____

Phone: _____
Email: _____