

PRAM STORAGE ON TOWN WHARF:
INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS

This **INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS**, signed this ____ day of _____ by _____ [print] ("Each owner"), relates to Each owner's storage of one pram, tender, dinghy, kayak or like vessel (collectively, "Pram") on the Town Wharf and related parking area ("Town Wharf") between April 1, of the current year, and no later than November 30, of the current year*. Each owner represents that he/she is a resident of the Town of Nahant ("Town"), has a mooring permit in effect for the current year, will use that mooring for at least fourteen days during the current season, and agrees to the below terms and conditions in exchange for the ability to store the Pram on the Town Wharf.

NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY THE TOWN

Each owner is storing the Pram at Each owner's own risk and understands and agrees that by permitting Each owner to store the Pram on the Town Wharf, the Town is not assuming the care, custody or control of the Pram.

INDEMNIFICATION

To the fullest extent permitted by law, Each owner shall protect, indemnify, save, defend and hold harmless the Town, its officers, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, causes of action and expenses which the Town or any of its officers, volunteers, employees or agents may become liable by reason of any bodily injury or property damage suffered by anyone arising from the Each owner's storage of the Pram on the Town Wharf.

SECURITY AND SUPERVISION

Each owner is solely responsible for all supervision of the Pram and for taking security measures for the safety, security, and protection of the Pram. The Town shall not be responsible for safeguarding Each owner's Pram.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Each owner expressly assumes the risk and legal liability and waives and releases all claims for any bodily injury, property damage or property loss which Each owner might sustain arising from the Each owner's storage of the Pram on the Town Wharf. Each owner acknowledges that there are certain risks of damage to the Pram. Each owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Each owner may incur arising from the Each owner's storage of the Pram on the Town Wharf.

REMOVAL OF PRAM

The Town may remove the pram at any time in order to protect the property and safety of others.

*Each owner agrees to remove his/her Pram from the Town Wharf before the earlier of the following two dates: November 30th, or the day Each owner's primary vessel has been removed from its mooring for the season. **Pram storage on the Town Wharf is prohibited between November 30 of the current year and April 1 of the following year.**

DESCRIPTION OF PRAM

The following is a description of Each owner's pram (make, color, markings, identifying features, etc.):

Each owners Name: _____ Permit Number: _____

Address': _____ Date Issued: _____

Phones: _____ Approved by: _____

Emails: _____

Pram Fee \$30.00 – Amount Received: _____

PLEASE DROP OFF OR MAIL TO: Nahant Town Hall, 334 Nahant Rd, Nahant MA 01908