



Bahia Corinthian Yacht Club

Trailer Use, Waiver of Liability, Assumption of Risk & Indemnity Agreement

Driver's Name _____

Address _____

Home Phone _____ Mobile Phone _____

Driver's License # _____ Member # (if applicable) _____

Agreement: Under the terms of this Trailer Use, Waiver of Liability, Assumption of Risk & Indemnity Agreement (the "Agreement"), Bahia Corinthian Yacht Club ("BCYC") may from time to time authorize me to use a BCYC-owned trailer or trailers (together with all attachments, equipment and parts, a "Trailer" or "Trailers"). As a condition to the use of Trailers, I represent, agree and covenant that:

- I am insured for bodily injury liability and property damage liability meeting or exceeding the minimum limits of liability insurance in California, and my license to operate a motor vehicle is valid and current;
- To use reasonable care in operating Trailers;
- Not to allow anyone other than myself or my spouse to use a Trailer or drive a vehicle while hauling a Trailer;
- I am responsible to examine each Trailer and determine that it is in good condition and repair before using it;
- Not to permit any passengers to ride on a Trailer; and
- I am not an agent, servant or employee of Bahia Corinthian Yacht Club in any manner or for any purpose whatsoever.

I have attached valid proof of insurance to this agreement – REQUIRED

Waiver of Liability: In consideration of BCYC's agreement to permit me to use Trailers, I, for myself, my heirs, next of kin, spouse, personal representatives or assigns, hereby waive, discharge and agree to release BCYC, it's directors, officers, employees, members, volunteers, agents and insurers (collectively, "the BCYC's Parties") from, and covenant not to sue the BCYC's Parties for any liability from any and all claims, including negligence, with respect to personal injury, accident, illness, death and property loss or damage (including loss or damage to my vehicle or any boats hauled on a Trailer) resulting in any way from my use of a Trailer.

Assumption of Risk: I fully understand the risks associated with using and towing Trailers (which include possible personal injury, illness, and property loss or damage) and am familiar with the Trailers and their use and, in consideration of BCYC's agreement to permit me to use Trailers, I freely assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the BCYC Parties from any and all claims, actions, suits, proceedings, damages, liabilities, costs and expenses (including attorneys' fees) brought or incurred with respect to personal injury, accident, illness, death and property loss suffered by any members of my party or any third parties resulting in any way from my use of Trailers. I further agree: to return each Trailer I use in the same condition as received, ordinary wear excepted; to pay for any damage to a Trailer while under my control, or if lost or destroyed, to pay the full value thereof.

Severability: I further expressly agree that my waiver of liability and assumption of risk agreements set forth above are intended to be as broad and inclusive as permitted by the law of the State of California and that, if any portion of those agreements is held invalid, I agree that the balance shall nevertheless continue in full legal force and effect.

Acknowledgment of Understanding: I have read this agreement and fully understand that by its terms I am giving up substantial rights including the right to sue. I am signing the agreement freely and voluntarily and intend the agreement to be a complete and unconditional waiver and release of all liability to the fullest extent allowed by law.

This agreement shall be in effect for calendar year _____, or until the attached insurance policy expires.

Signature of Driver _____ **Date** _____