

Mooring Number: _____

RELEASE AND WAIVER OF CLAIMS

I, the undersigned, acknowledge that the mooring or storing of my boat/vessel in harbors or waters within the Town of Mashpee ("Town") carries with it the potential for property damage, loss or personal injury/death. The risks include, but are not limited to, actions of other people, including but not limited to, other mooring permit holders and boaters, weather events and other natural occurrences. I hereby acknowledge and assume all such risks associated with or relating to the mooring or storing my boat/vessel on harbors or waters within the Town.

In consideration of the above, I hereby assume full responsibility for any risk of property damage, loss or personal injury arising out of or related to my use of the Town's mooring areas, whether or not caused by the negligence of persons/entities hereby released. I acknowledge that this Release And Waiver Of Claims will be relied upon by the Town of Mashpee and that it will govern my actions and responsibilities as a mooring permit holder.

In consideration of my mooring permit application and the Town permitting me to moor/anchor my boat/vessel in harbors and waters of the Town, I hereby, for myself, my guests, my executors, administrators, heirs, next of kin, agents, successors and assigns, aver as follows:

- A. I waive, release, and discharge said Town of Mashpee, its officers, boards, commissions, agents or employees from any and all liability for any death, disability, personal injury, property damage, property theft, losses or actions of any kind which may hereafter occur arising out of or relating to the mooring of my boat/vessel in the harbors or waters within the Town of Mashpee.
- B. I hereby release and hold harmless said Town of Mashpee, its officers, boards, commissions, agents or employees from any and all liability, claims, demands, losses or damages, of whatever nature, arising out of or relating to the storing of my boat/vessel on the harbors or waters within the Town of Mashpee, whether caused by the acts, omissions or negligence of the released persons/entities or otherwise.

The within waiver and release of liability, assumption of risk and hold harmless/indemnity provisions shall be construed broadly to insulate and protect the Town and other released persons/entities from liability to the maximum extent permitted under applicable law.

I hereby certify that I have read this document, understand its content and execute the same as my free act and deed.

Name

Address

(Signature) _____

Date: _____