<div align="center">

THE MOORINGS PUMP-OUT REGISTRATION
RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONOF RISK AND INDEMNITY AGREEMENT

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Name of Boat Owner: _____

Name of Boat/Registration Number: _____

Telephone Number: _____

Boat Manufacturer: _____ Boat Type: _____ Peninsula & Slip #: _____

Number of Holding Tanks & Holding Capacity: _____

Locations of waste discharge deck fitting(s): _____

The pump-out fee is $150, and will provide pump-out services from May 16, 2022 through October 14, 2022 Pump-out service will not be provided until the $150 fee is paid at the office.

In consideration of The Moorings Association, (hereinafter referred to as "The Moorings") granting permission to provide pump-out services to the above-named boat (hereinafter "the Boat") at The Moorings, the Boat Owner, and the Co-Owner of the Unit slip (if different than the Boat Owner), each hereby agree as follows.

1. I acknowledge that the pump-out boat service of the Boat named above at The Moorings involves risk which could result in loss of or damage to the Boat, damage to other property, and personal injuries to individuals. I accept and assume all the risk associated with the use of the pump-out service while servicing my boat. I further understand and agree that The Moorings shall not be responsible for any loss or damage to the Boat or any personal injury caused by the pump-out services, and that it is the undersigned Boat Owner's responsibility to carry adequate insurance on the Boat and individuals riding in or about it.

2. I hereby voluntarily release, forever discharge and covenant not to sue The Moorings, its Board of Directors, Directors, Officers, Employees, Managing Agent, Agents, Co-Owners and Members, on behalf of myself, my heirs, assignees, personal representatives and Estate, with respect to any and all claims, liabilities, demands or cause of action which may arise in any way in connection with the pump-out service, including but not limited to any claim alleging negligence by The Moorings, its Board of Directors, Directors, Officers, Employees, Managing Agent, Agents, Co-Owners and/or Members which results in loss or damage to the Boat or bodily injury.

3. I agree to abide by The Mooring's rules, regulations, and directions regarding the use of The Mooring's pump-out boat service. I agree to indemnify, defend and hold The Moorings, its Board of Directors, Directors, Officers, Employees, Managing Agents, Agents, Co-Owners, and Members, harmless from any and all claims, demands, liabilities, cause of action or lawsuits arising from any negligent acts or omissions by me in connection with the pump-out service and/or us of the pump-out service in connection with the Boat or the Unit slip.

4. I further agree to indemnify, defend and hold harmless The Moorings, its Board of Directors, Directors, Officers, Employees, Managing Agents, Agents, Co-Owners, and Members, for any negligent discharge of sewage or waste from the Boat during the pump-out service. I shall also be responsible for all costs of cleanup due to faulty deck plates or other conditions on the boat which contribute to any discharge. To the extent that The Moorings incurs any cost or expense in regard to any discharge of sewage or waste from the Boat, the Boat Owner shall promptly pay all such sums to The Moorings upon demand. In the event that the Boat Owner fails to pay any amount incurred by The Moorings hereunder, the Boat Owner and the Owner of the Unit slip shall be liable for all such expenses and for all attorneys' fees and costs incurred by The Moorings to collect said sum.

5. Notwithstanding the above, it is the Boat Owner's responsibility to make sure that the Boat is in proper working order, including but not limited to that all deck pates, internal fittings on the boat, and holding tank are in proper working order and position when the pump-out is being performed. Without limiting the above, The Moorings shall not be responsible or liable for any damage due to defects in the Boat or its plumbing system or for improper installation of the Boat's holding tank systems.

By: _____   Date: _____
<div style="padding-left: 2em;">Boat Owner</div>

By: _____   Date: _____
<div style="padding-left: 2em;">Owner of Unit Slip</div>