

APPLICATION TO HOLD A MARINE EVENT IN PRINCE RUPERT HARBOUR

| ORGANIZATION NAME: | PRINCE RUPERT PORT AUTHORITY |
|-----------------------|------------------------------|
| ADDRESS: | 200-215 COW BAY ROAD |
| | PRINCE RUPERT, BC V8J 1A2 |
| PHONE: | PHONE: 250-627-8899 |
| CONTACT PERSON: | PRPA CONTACT PERSON: |
| CONTACT PERSON PHONE: | PRPA CONTACT PERSON PHONE: |

MARINE EVENT INFORMATION

| DATE OF MARINE EVENT: | |
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| NATURE & DESCRIPTION OF MARINE EVENT: | |
| SPECIFIC LOCATION OF MARINE EVENT: | |
| START DATE AND TIME: | |
| END DATE AND TIME: | |

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

++++++ PLEASE READ AND SIGN BELOW +++++++

To: Prince Rupert Port Authority ("PRPA"):

- 1. I agree as a precondition for PRPA's approval to organize or host a marine event in Prince Rupert Harbour and in further consideration of PRPA allowing me to do so that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("Agreement").
- 2. "Marine Event" means any activity that requires PRPA authorization as set out in the Port Information Guide, as amended.
- 3. I acknowledge that organizing or hosting a Marine Event may involve inherent risk and dangers that may cause serious injury and possible death.
- 4. I fully understand the risks and dangers arising from organizing or hosting a Marine Event and accept this risk entirely at my own risk.
- 5. I hereby waive any and all claims which I may have against PRPA and release PRPA from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation arising from organizing or hosting a Marine Event due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by PRPA.
- 6. I shall obtain and keep in force throughout the Marine Event commercial general liability insurance in an amount no less than \$2,000,000 per occurrence, naming PRPA as additional insured and loss payee or any other form of insurance with such limits and in such form as required by PRPA, in its sole discretion. I will provide PRPA with proof of insurance in a form acceptable to PRPA.
- 7. I will comply with all directions from the PRPA Harbour Master and return the Marine Event area in a clean, neat and tidy condition.

I am 19 years of age or older, and I have read and understand this Agreement. I understand this document contains a promise not to sue PRPA and that it constitutes a release of liability and an indemnity for all claims.

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.