



ROYAL VANCOUVER YACHT CLUB

3811 Point Grey Road, Vancouver, B. C. V6R 1B3

JERICHO MARINA ACKNOWLEDGEMENT OF RESPONSIBILITY AND WAIVER AGREEMENT

I, (the "Member") acknowledge that by using the crane at the Jericho Marina of the Royal Vancouver Yacht Club ("RVYC") I agree to comply with the Hoist Rules contained in the Moorage Rules approved by the Executive and contained in the RVYC Yearbook and as supplemented by this Agreement.

Operation of the Crane

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- Operation of a crane must be done by an RVYC Member. Lifting must be done under the supervision of the vessel's owner, or their authorized representative.
- This Agreement must be signed by the person directing the use of the crane, regardless of who is billed for the use of the crane.
- The maximum capacity for crane #2 is 4,000 lbs and #3 is 10,000 lbs
- Cranes must only be used during daylight hours.
- Owners are solely responsible for providing lifting tackle in good working order that fits properly and securely in the throat of the hook. The safety lock on the hook must always be closed.
- A vessel must not rest on a block or on dock while attached to the crane.
- Scraping, sanding, and application of bottom paint is prohibited on the Dry Dock.

Waiver of Liability

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- I agree to accept all risks of personal injury and property damage associated with operating the crane.
- In consideration of RVYC's agreement to my use of the crane, I hereby release and discharge the Royal Vancouver Yacht Club and its officers, employees, and directors, from any and all claims or actions of any kind whatsoever, for any damages or injury, which I now have or may have at any time in the future, which may result, which may result from my use of the crane, including, without restricting the generality of the foregoing, any actions or claims which may result from any negligence on the part of the RVYC, its officers, employees, or directors.
- I agree to indemnify and hold harmless the RVYC from any and all claims or actions which may be brought against it or its officers, employees, or directors, arising out of my use of the crane.
- I agree to be responsible for all damages or losses which the RVYC may suffer as a result of my use of the crane

Annual (2022) Acknowledgment for Members with Vessels moored on the Dry Dock

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- I confirm that my vessel has been assigned a permanent moorage spot on the Dry Dock. I am not required to pay for use of the crane, but will complete this form annually.
- I agree to be bound by the Hoist Rules contained in the Moorage Rules and this Agreement for as long as I have the privilege of maintaining moorage on the Dry Dock.
- I acknowledge that any person acting as my representative for use of the Crane must be a Member and must sign a separate Agreement as a pre-condition for operating the Crane.
- I acknowledge that I will check with Dock Staff each time before operating the Crane.

Signed this _____ day of _____, Year _____.

In the Presence of: _____

Witness Name

Member Signature + Member Number

Witness Signature