

**PRAM STORAGE ON TOWN WHARF:
INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS**

This **INDEMNITY, WAIVER AND RELEASE OF ALL CLAIMS**, signed this ____ day of _____ 2017 by _____ [print] ("Owner"), relates to Owner's storage of one pram, tender, dinghy, kayak or like vessel (collectively, "Pram") on the Town Wharf and related parking area ("Town Wharf") between April 1, 2017, and no later than November 30, 2017*. Owner represents that he/she is a resident of the Town of Nahant ("Town"), has a mooring permit in effect for the current year, will use that mooring for at least fourteen days during the current season, and agrees to the below terms and conditions in exchange for the ability to store the Pram on the Town Wharf.

I. NO ASSUMPTION OF CARE, CUSTODY OR CONTROL BY THE TOWN

Owner is storing the Pram at Owner's own risk and understands and agrees that by permitting Owner to store the Pram on the Town Wharf, the Town is not assuming the care, custody or control of the Pram.

II. INDEMNIFICATION

To the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless the Town, its officers, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, causes of action and expenses which the Town or any of its officers, volunteers, employees or agents may become liable by reason of any bodily injury or property damage suffered by anyone arising from the Owner's storage of the Pram on the Town Wharf.

III. SECURITY AND SUPERVISION

Owner is solely responsible for all supervision of the Pram and for taking security measures for the safety, security, and protection of the Pram. The Town shall not be responsible for safeguarding Owner's Pram.

IV. WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Owner expressly assumes the risk and legal liability and waives and releases all claims for any bodily injury, property damage or property loss which Owner might sustain arising from the Owner's storage of the Pram on the Town Wharf. Owner acknowledges that there are certain risks of damage to the Pram. Owner voluntarily agrees to assume the full risk of any and all damages or loss, regardless of severity, that Owner may incur arising from the Owner's storage of the Pram on the Town Wharf.

V. REMOVAL OF PRAM

The Town may remove the pram at any time in order to protect the property and safety of others.

*Owner agrees to remove his/her Pram from the Town Wharf before the earlier of the following two dates: November 30th, or the day Owner's primary vessel has been removed from its mooring for the season. **Pram storage on the Town Wharf is prohibited between November 30 of the current year and April 1 of the following year.**

VI. DESCRIPTION OF PRAM

The following is a description of Owner's pram (make, color, markings, identifying features, etc.):

Owner: _____ Address: _____

Telephone: _____

Permit Number: _____ Approved - Nahant Harbormaster: _____ Date: _____, 2016

PLEASE DROP OFF OR MAIL TO: Nahant Town Hall
334 NAHANT ROAD
NAHANT, MA 01908
ATTN: Harbormaster