



Buffalo Yacht Club

Lightning Liability Waiver and Boat Storage Agreement

This Agreement is entered into as of the signature date below, by and between Buffalo Yacht Club (the "Club"), and the signatory below (the "Owner").

1. STORAGE LOCATION AND TERM: The Club agrees to permit the Owner to a) store their Lightning sailboat in the drysail lot at the Club's 1 Porter Ave. facility (the "Lot") beginning on September 15, 2023, and b) and launch their Lightning from hoists in the Lot. All Lightnings must be removed from the Lot not later than on October 24, 2023.

2. FEES: Owners who are Club members agree to pay the Club a storage fee of \$30 for the storage period. Owners who are not members of the Club agree to pay the Club a storage fee of \$60 for the storage period. All fees are due prior to or upon delivery of the Lightning to the Lot.

3. LIABILITY WAIVER: The Owner expressly agrees to release, hold harmless, and indemnify the Club and its agents (including but not limited to its officers, members, and employees) from and against any and all liability for personal injuries, property damages or death resulting from the storage and usage of their Lightning, or the Owner's use of the Club's facilities, including but not limited to the hoists, regardless of the cause, including negligence of the Club. The Owner may operate the hoists to launch Lightnings at their sole liability, and the Club may deny the privilege to use the hoist to any individual at its sole discretion, subject to any pre-existing Club bylaws or policies. The Owner further agrees to release the Club, its agents, and any volunteers who may help organize races and other on-the-water activities from any liability arising from such activities.

4. INSURANCE: The Owner is required to maintain, at their own expense, comprehensive insurance coverage for their Lightning, including liability, theft, and damage. Proof of insurance must be provided to the Club upon request.

5. BOAT REMOVAL: If the Owner fails to remove their Lightning by October 24, 2023, the Club may remove and store the Lightning offsite at the Owner's expense, or charge a market rate winter storage fee, at the Club's discretion. Such expenses and fees may include reasonable labor costs for employees or other agents of the Club and its affiliates (including, for such purposes, the Buffalo Yacht Club Foundation, Inc.).

6. MISCELLANEOUS: This Agreement shall be governed by and construed in accordance with the laws of the state of New York. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, except as pertaining to Lightning removal, any applicable winter storage agreement. Any changes or modifications to this Agreement must be in writing and signed by both parties. This Agreement is not assignable or transferable by either party without the written consent of the other. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Lightning Liability Waiver and Boat Storage Agreement as of the date below.

Owners Signature: _____

Dated: _____