



BITTER END

YACHT CLUB

NORTH SOUND, VIRGIN GORDA

Mooring Agreement 2023-2024

TERMS OF AGREEMENT

This Mooring Agreement ("Agreement") is entered into between Bitter End Yacht Club, hereinafter referred to as "The Company," and the undersigned "Boat Owner," collectively referred to as the "Parties."

DEFINITIONS

"Boat Owner" is defined as a yacht company, boat owner, boat captain, charter client, or any agent responsible for operating a vessel in the mooring field. "The Company" includes Bitter End Yacht Club, its affiliates, subsidiaries, associates, or any entities affiliated with Bitter End Yacht Club, encompassing their employees, agents, officers, directors, or shareholders.

ASSUMPTION OF RISK

I acknowledge that mooring a watercraft involves inherent risks and dangers that may result in damage to the watercraft, personal injury, or death. I am voluntarily mooring my watercraft, fully aware of the associated risks and dangers. I accept and assume all responsibility for any loss, damage, injury, or death that may arise directly or indirectly from the mooring of my watercraft.

RELEASE

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I hereby voluntarily release, forever discharge, and covenant not to sue the Bitter End Yacht Club Parties for any liability, damages, claims, demands, losses, or causes of action, including death, disability, personal injury, property damage, or theft arising from mooring my watercraft.

INDEMNIFICATION

The Boat Owner agrees to hold The Company harmless and indemnify it against all loss, costs, suits, or claims arising out of the use of mooring space or handling of the Vessel, irrespective of negligence or default by The Company, its servants, or agents. The Boat Owner shall indemnify The Company against death or injury to any person, as well as any loss, damage, or destruction of property caused by any act, omission, or default of the Boat Owner, their charterers, crews, passengers, or guests, against any claims made against The Company in respect thereof.

SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of all successors and assigns of both Parties.

TROPICAL STORM EVENTS

In the event of a Tropical Storm warning, the Company's Marina Manager and/or Dock Master shall determine whether the marina is to be cleared of all vessels. It is the responsibility of the Boat Owner to arrange for a designated person to receive and comply with any instructions from the Marina Manager/Dock Master.

KNOWING AND VOLUNTARY EXECUTION

I have read and understand this Agreement and intend my signature in Bitter End's Launch Captain Log to be a complete, unconditional, and voluntary release of all liability arising from mooring my watercraft, to the greatest extent allowed under the law.