

# Space Coast Crew Associate Member Boat Storage Agreement and Indemnification Form

Name: \_\_\_\_\_

Note: Must be 18 years or older.

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home phone \_\_\_\_\_ Work phone \_\_\_\_\_

EMAIL \_\_\_\_\_

Description of boat: \_\_\_\_\_

US Rowing membership (required) \_\_\_\_\_  
Membership number

Term of agreement: From \_\_\_\_\_ to \_\_\_\_\_

### Associate Membership Annual Fees\* (circle preferred storage)

#### Inside Storage

Single Scull or Kayak	\$120
Double Scull	\$180
Shell 4	\$240
Shell 8	\$300

\*Fees subject to change based on operating cost of the boathouse. All funds will be deposited in the boathouse operations account. Fees are not refundable. Members of the SCC Adult program will receive a 50% reduction in Associate Member (boat storage) fees.

During the time period listed above the Associate Member shall have boat storage arrangement at the Oars & Paddles Boathouse for the boat listed in this agreement. The boat shall be removed from the facility within 60 days after the termination date, unless this agreement has been renewed prior to this date by mutual agreement of the Associate Member and Space Coast Crew (SCC).

The Associate Member shall comply with all applicable laws, ordinances and regulations of the State of Florida, Brevard County Parks and Recreation and SCC with regard to the storage and use of the boat at the storage facility. All fees will be deposited into the boathouse operating fund.

Subject to availability visiting rowing teams may be provided short-term storage space on boat trees outside of the boathouse for rowing shells. An agreement will be executed for the requested storage period. A storage fee of \$10 per day/per boat will entitle visiting teams to only outside boat tree space.

**Cancellation:** SCC reserves the right to cancel this agreement upon written notification. The Associate Member shall immediately remove boat(s) from the storage facility within five (5) days of the date of SCC's written notice of cancellation. In no event will the Associate Member be allowed to make use of the storage facilities subsequent to the date of cancellation except to remove the boat(s) from the premises. Upon failure to comply with the terms of this agreement of any applicable laws, ordinances or regulations, the Associate Member shall pay to SCC, prior to the removal of the boat(s) the sum of Five Dollars per day per boat as liquidation damages.

**Indemnification:** The Associate Member hereby releases, discharges, and covenants not to sue Brevard County Park and Recreation, Space Coast Crew, their administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, in regard to the Brevard County Parks and Recreation and SCC's roles and responsibilities as provider and manager, respectively, of the rowing facilities at Oars and Paddles park. The Associate Member further agrees that if, despite this release and indemnity agreement, the Associate Member or anyone on his/her behalf, makes a claim against any of the Releasees, in regard to their roles as provider and manger, the Associate Member will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

**Property damage:** All property stored within, on or about the premises by the Associate Member shall be at the members' sole risk. Brevard County Parks and Recreation, SCC, their administrators, directors, agents, officers, volunteers and employees shall not be liable to the Associate Member for any damage to, or loss of, any property while at the premises, arising from any cause whatsoever including, but not limited to: fire, theft, vandalism, water damage, mysterious disappearance, rodents, acts of god, or the active or passive acts of omissions or negligence of Brevard County Parks and Recreation, SCC, their administrators, directors, agents, officers, volunteers or employees.

**Insurance:** SCC carries no insurance for any loss whatsoever that the Associate Member may have. The Associate Member must obtain any insurance desired at their own expense. SCC strongly recommends that the Associate Member secure their own insurance to protect the member's property against all perils.

**Hours:** Oars & Paddles Park is a dawn to dusk facility. There will not be access to the boathouse outside of park operating hours. Associate members should launch on a non-interference basis with SCC Scholastic team boats.

IN WITNESS THEREOF SCC and the Associate Member, by their duly authorized agents have executed this agreement.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

SCC receipt date \_\_\_\_\_ SCC approval date \_\_\_\_\_

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For Club Use Only: Key number: \_\_\_\_\_