

CRANE USER'S RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned person (hereinafter "Crane User") in order to obtain access to and use of the Haines Borough Harbor crane, located on the harbor fuel dock, hereby agrees as follows:

1. Crane user is of sound mind, above the age of eighteen and has full legal authority to sign this document.

2. If Crane User will be using the crane as an employee or principal of a business entity (corporation, partnership, sole proprietorship) than the Crane User here indicates the name and address of that business entity, and confirms that he/she has full authority to bind that business entity to this release and indemnification agreement.

3. Crane User (and business entity) hereby releases the Haines Borough and its officers and employees from any and all claims which may arise from the use of the Borough's crane.

4. Crane User (and business entity) hereby agrees to indemnify, defend and hold harmless to the maximum extent allowed by Alaska law, expressly including all reasonable attorney fees and costs incurred in the Borough's defense, the Borough of Haines, its officers and employees from and against all manner of actions, causes of action, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against the Borough, its officers or employees, as a result of or in connection with the Crane User's use of the Borough's crane. This indemnification expressly includes, without limitation, any claims brought by the Crane User, the Crane User's family or heirs, the business entity (if nay) which the Crane User represents, and all other third parties.

5. Crane User understands and agrees that he/she must not allow any other persons to operate the crane. Crane User further agrees and understands that the indemnification given herein requires Crane User to indemnify and defend the Borough from and against any claims arising from the use of the crane by another person while Crane User is in use of the crane.

6. Crane User promises not to attempt to use the crane to lift any weight which exceeds the cranes max capacity (3,400 pounds); and Crane User hereby certifies that he/she has been informed of the crane lifting limits.

HAINES BOROUGH
PORTS & HARBORS



Office Ph. (907) 766-6450

E-mail sbell@haines.ak.us

P.O. Box 1209

Haines, AK 99827

Crane User's Release and Indemnification Agreement

Before completing this page, review Permit Terms on page 1 of this agreement.

PERMITEE INFORMATION:

LAST NAME _____ FIRST NAME _____

P.O. BOX # _____ ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE # _____

VESSEL NAME _____ REGISTRATION # _____ ADF&G # _____

NAMES OF PERMITEE'S CRANE OPERATORS: (please print clearly)

NAME OF BUSINESS:

Crane User Confirms Full Authority To Bind Business To This Agreement

READ & SIGN

The Permittee agrees to all of the terms or conditions for the use or operation of the Crane. The person signing below for the Permittee represents that he/she is fully authorized to sign this Permit for and on behalf of Permittee and to bind the Permittee by his/her signature.

SIGNATURE _____ DATE _____