

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. Crane User understands that this is an annual Agreement and must be re-signed each year.

2. If Crane User will be using the crane as an employee or principal of a business entity (corporation, partnership, sole proprietorship) then the Crane User shall identify 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 the Haines Borough harmless to the maximum extent allowed by Alaska law, expressly including all reasonable attorney fees and costs incurred in the Haines 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 Haines 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 any) which the Crane User represents, and all other third parties, both known and unknown.

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 using the crane. Crane User is responsible for training its Crane Operators. Crane User warrants and represents to the Haines Borough that each and all of its Crane Operators are fully qualified to operate the Crane in a safe manner. Crane User will supervise all use of the Crane during the term of this Agreement.

6. Crane User promises not to attempt to use the crane to lift any weight which exceeds the crane's maximum capacity (3,400 pounds); and Crane User hereby certifies that he/she has been informed of the crane lifting limits. The crane shall only be used to hoist fishing/vessel supplies and equipment. Lifting or moving of people is prohibited.

7. Crane User is solely responsible for any damage to the Crane and adjacent premises during the term of this agreement. In the event that the Crane and adjacent premises are damaged or destroyed during the term of this Agreement, Crane User shall immediately notify the Harbormaster and shall pay to the Haines Borough all costs of repair or replacement.

8. The Haines Borough, its officers, agents, and employees make no warranties or representations as to the condition of the Crane and adjacent premise or their suitability for Crane User's use. Crane User uses the Crane, adjacent Premises in AS IS CONDITION. Crane User shall inspect the Crane and adjacent premises prior to use and report any defects, hazards, or dangers to the Harbormaster before using. The Haines Borough shall have no liability to Crane User or to any other person for delays, loss of use, loss of income, damage to property, personal injury, or death arising from or related to the availability, condition, or use for the Crane or adjacent premises during the term of this Agreement.

9. The Crane User is solely responsible for providing any lines, cargo nets, pallets, safety equipment, rigging, and other equipment for the use of the Crane and adjacent premises. The Crane User shall keep all such lines, nets, pallets, safety equipment, rigging, and other equipment in a safe and good condition.

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 _____