

CRANE USE AGREEMENT

I, the undersigned (hereinafter the "User"), in consideration of the Ninnescah Sailing Association, Inc.'s ("NSA") agreement to permit my use of that certain fixed crane, and related equipment including, but not limited to, lifting straps, strap extensions and spreader-bar, owned by NSA and located adjacent to Adam's Jetty (collectively the "Crane"), represent, warrant and agree as follows:

1. I have the experience and ability to safely and proficiently operate the Crane.
2. I have completed the required NSA Crane orientation program and I am fully acquainted with the rules and procedures established for the use of the Crane, including all aspects of its operation. I agree to abide by all rules of the NSA, including the rules and procedures established for use of the Crane. I am aware of the stated capacity of the Crane and I understand and agree that it is my sole responsibility to ensure that the Crane is capable of safely lifting any load that I may subject it to.
3. I understand and acknowledge that the use or operation of the Crane carries with it the potential for death, serious injury and property loss and I assume all risk of loss, damage, or destruction, partial or complete, incurred or occasioned by any cause, circumstance or event of whatever nature which arises from or is in any way connected to my use, operation or control of the Crane. I further understand, acknowledge and agree that any damage, loss or injury that I may suffer, or that may be suffered by others, which arises from or is in any way connected to my use, operation or control of the Crane, whether on my own or with the assistance of others (including, but not limited to, any NSA agents or employees), is not the responsibility of the NSA, its members, officers, directors, governors, employees, representatives, or volunteers (hereinafter the "NSA Parties") and I agree never to sue, nor prosecute any action against, nor make any claim or demand upon the NSA, or any of the NSA Parties, for any claim arising out of my use of the Crane or in any way related to this agreement.
4. I agree to promptly notify the NSA of any loss or damage to the Crane and to pay to the NSA, upon demand, the amount of any damage to the Crane which occurs during, arises from or is any way connected to my use, operation or control of the Crane.
5. I agree to examine the Crane prior to use and my use of the Crane constitutes my acceptance of the Crane in AS IS condition. I hereby waive any claim related to the condition of the Crane. **I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THE NSA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE CRANE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY THE NSA.**
6. Having knowingly assumed all risk in connection with the use and operation of the Crane, I COMPLETELY RELEASE and DISCHARGE the NSA and the NSA Parties from any and all claims or liabilities for death, personal injury, property damage or other damages of any kind, known or unknown, foreseen or unforeseen, which occur during, arise out of, or relate in any way, to my use, operation or control of the Crane, and I further agree to indemnify and hold harmless the NSA and the NSA Parties from any such claims and damages, including any reasonable attorneys' fees incurred by NSA or the NSA Parties in defense of such claims or damages. I understand and agree to pay all costs incurred by the NSA, or any of the NSA Parties as the case may be, including attorneys fees, filing fees and all expenses, to enforce any of the terms of this agreement.
7. This agreement shall be binding on my heirs and successors.
8. I HEREBY AFFIRM that I am 18 years of age or older, that I have read this agreement and that I understand its contents.

User: _____

Crane Key _____

Print name: _____

Date: _____