

Ladder and Rolling Staircase Release

1. In consideration for receiving permission to use a ladder or rolling stair case, I, _____ (“Releasor”), hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Yankee Point Marina, LLC, B+G Marine Services, LLC, its officers, servants, agents, or employees (hereinafter “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while using the ladder, or while in, or upon the premises where the use of ladder is being conducted, REGARDLESS WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise and regardless whether such liability arises in tort, contract, strict liability, or otherwise.

2. I further hereby acknowledge that I have the right to examine the ladder or rolling staircase prior to my use of it and assume full responsibility for ensuring that the ladder or rolling staircase is in good working order. I assume full responsibility for the appropriate use. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT; understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
THIS IS A RELEASE OF LEGAL RIGHTS READ AND UNDERSTAND BEFORE SIGNING

(Releasor)

(Date)

(Boat Name)

LANCASTER, VA