



336 Admiral Way · Edmonds, WA 98020-7214 · 425 774 0549 · 425 774 7837 FAX

**PORT OF EDMONDS
HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this 18th day of April 2021, by and between the PORT OF EDMONDS, a Washington municipal corporation located at 336 Admiral Way, Edmonds, Washington 98020, an owner, hereinafter referred to as “the Port” and

YOUR NAME HERE

hereinafter referred to as “Releasor”.

WITNESSETH:

For and in consideration of the privilege of diving in conjunction with “releasor” the undersigned Releasor hereby covenants and agrees:

I. GENERAL COVENANTS:

To not use nor permit the Port’s property to be used for any purpose other than diving for the purpose of environmental cleanup at the marina’s docks (F/G/H) and surrounding seafloor and further covenants and agrees to execute and comply with all statutes, ordinance rules, orders, regulations, and requirements of federal, state, city, and the Port regulating the use of Port property. The Releasor shall not use, nor permit the use of the Port premises in any manner that will tend to create a nuisance or tend to disturb other customers and tenants of the Port.

II. HOLD HARMLESS:

A. To protect, indemnify, and defend at its own expense, and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorney’s fees and expenses), and any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage;

- arising out of acts or omissions of the divers, his/her agents, invitees, guests and employees on or about Port property, or

- arising out of the use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, in-water activity

- due to or arising out of any failure on the part of “releasor” to perform or comply with any rule, ordinance, or law to be kept and performed.

B. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE DIVER, ITS EMPLOYEES, STUDENTS AND EVENT PARTICIPANTS.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

III. CAPTIONS: The captions in the Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

IV. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of the Agreement or the Application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

By signature hereto I acknowledge having read the foregoing and certify compliance therewith.

Participant:

Legal Guardian (if participant under 18):

Name

Name

Signature

Signature

Address

Address

City State Zip

City State Zip

Phone Number

Phone Number