



SEA LOVE BOAT WORKS, INC.
4877 FRONT STREET
PONCE INLET, FL 32127
Phone: (386)761-5434 - Fax: (386)760-4210
sealoveboatworks@gmail.com

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

A. Owner agrees to purchase and maintain insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Owner specifically waives all right of subrogation against the Marina and the Marina Parties. **Nothing in this Agreement is intended to or shall be construed as exonerating the Marina or the Marina Parties from liability based on harm directly caused by its sole negligence, willful misconduct or gross negligence.** Solely for the purpose of this Section, the term "Marina Common Areas" shall include but not be limited to all areas in, on or around the Boat, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, boat service yard and roads in, around and leading to and around the Marina's premises.

B. All risk of loss or damage to property and of personal injury or death shall be upon the Owner, and Owner shall be responsible for and shall promptly, upon demand, pay the Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the Owner, the Boat, or the Owner Parties. Owner agrees that Marina, Sea Love Boat Works, Inc, and their affiliates and their officers, agents and employees (collectively, the "Marina Parties") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases the Marina and the Marina Parties from any claim or responsibility for) any injury to persons, damages (no matter how occurring), or damage to or destruction, loss, or loss of use, or theft of any property (including the Boat), or of any injury (including death), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or act of God); **EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.**

C. Owner agrees to indemnify, protect, defend and hold harmless the Marina and the Marina Parties for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries (including death) to Owner, any Owner Parties or any other persons, damages to or loss of property or the Boat, losses, liens, causes of action, suits, judgments and expenses, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause; (ii) Owner's or the Owner Parties' use of the Boat, the Marina or the Marina Common Areas, (iii) any activity, work or other things done, permitted or suffered by the Owner or Owner Parties, (iv) any breach or default in the performance of any of Owner's obligations under this Agreement or the exercise by Owner of its rights, (v) any act, omission, negligence or willful misconduct of Owner or Owner Parties, or (vi) any damage to Owner's, an Owner Parties', or third party's property; **EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.**

D. In the event any third party asserts a claim against Marina which falls within the indemnification provisions of this paragraph, Marina shall have the option initially to defend such claim itself, or to tender defense of the claim to Owner. In the event Marina elects to defend, Marina shall be entitled to select defense counsel of its own choosing, and Owner shall satisfy any and all requirements of Marina's chosen counsel in regard to initial retainer or deposit, as well as promptly paying on a net 30 day basis, all invoices for attorneys' fees and costs rendered by counsel during the pendency of any proceedings at the trial and appellate levels until final disposition of the claim. In the event that Marina elects to tender defense of the claim to Owner, Owner shall, at its own sole cost and expense, engage defense counsel and provide counsel such compensation and reasonable assurances and cooperation as may be required to ensure a zealous and vigorous defense of the claim on behalf of Marina. In such event and for purposes of the Rules Regulating the Florida Bar, Marina shall be the sole client of counsel selected, and shall enjoy the sole attorney/client relationship. Marina shall retain sole decision-making authority in regard to the attorney/client relationship, including the decision to substitute counsel, all at Owner's continuing sole cost and expense. Should claims be asserted against both Owner and Marina by the same claimant, such that an actual or potential conflict appears between them in defense, Owner shall be obliged to engage separate counsel for Owner and for Marina in the event Marina tenders the defense to Owner.

In any event, Marina shall retain the absolute right and privilege to direct the strategy and tactics of defense of any and all such claims, including decisions in regard to settlement negotiations. Owner shall remain primarily and fully responsible for payment of any monetary settlements to claimants which Marina may agree upon, and Owner hereby irrevocably waives and relinquishes any argument or defense to such obligation including without limitation, that Owner may be prejudiced, or that conflicts of interest within the defense would expose Owner to further or greater liability, on account of Marina's settlement decisions and Owner's obligation to cooperate and fund such decisions. In the event of any adverse determination at the conclusion of any formal proceedings at any level, Owner shall be primarily and fully liable for satisfaction of any judgment, award or other adverse determination against Marina, and shall promptly discharge any such determination upon demand by Marina.

Signature of Vessel Owner or Authorized Agent/CAPTAIN

PLEASE PRINT THE FOLLOWING

Customer NAME: _____

Phone: _____

Cust. Street Address: _____

Email: _____

Customer City-State: _____

ZIP: _____