



BOAT STORAGE AGREEMENT & RELEASE

Please Read Both Sides of this Form Carefully

Name _____ Telephone _____

Street _____ City _____ State _____ ZIP _____

Add to Mailing List? Yes No E-Mail Only: _____

Storage Start ___/___/___ End ___/___/___ Rack Space _____ Paid \$_____ Invoice # _____

Boat Manufacturer _____ Model _____ Color _____

Read the Following Carefully

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

This agreement applies to parties storing equipment at our facilities at Charles River Canoe & Kayak, 160 Rlverview Avenue, Waltham, Massachusetts; Charles River Canoe & Kayak, 1071 Soldier’s Field Road, Boston, Massachusetts; Charles River Canoe & Kayak, 15 Broad Canal Street, Cambridge, Massachusetts; Charles River Canoe & Kayak, Nahanton Park, Newton, Massachusetts; Charles River Canoe & Kayak 195 Moody Street, Waltham, Massachusetts; or any other facility operated by Charles River Recreation, Inc. (referred to herein as “the facility”).

- Boat storage fees must be pre-paid in full, and no refunds are available.
- The boat will be stored on outdoor racks.
- The security of the boat is the sole responsibility of the customer.
- The boat must be secured by a suitable locking device provided by the customer.
- The boat must be secured at all times when not in use.
- The customer is responsible for any damage caused by your boat, including if your boat falls onto another boat.
- No equipment other than boats (and oars, for those storing a shell) may be stored at the facility.
- The releasees named below are not responsible if the boat is stolen.
- The releasees named below are not responsible if the boat is damaged in any way.

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto, including storage of equipment at our facility (referred to herein as “the Activity”). Although we have taken reasonable steps to provide you with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident; 9) Injury to persons or damage to equipment when carrying equipment on the grounds of the facility.

I have read and understand the above. INITIAL HERE _____

(please turn over)

I am aware that the Activity may entail risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of my participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity, and/or my use of the rented equipment, and/or my use of the facility, even if the injury, death or property damage is caused, in whole or in part, by the negligence of Charles River Recreation, Inc., the Commonwealth of Massachusetts Department of Conservation and Recreation, BMR Kendall Development LLC, TP/P Kendall Square LLC, TP/P Kendall Square II LLC, TP/P Kendall Retail LLC, Twining Properties LLC, TP Watermark Two LLC, TP Watermark Holdings II LLC, TP Watermark One Retail LLC, TP Kendall LLC, Watermark II Member LLC, Principal Real Estate, Principal Life Insurance Company, Principal Life Insurance Company for its Principal U.S Property Separate Account, Watermark I Retail and Fitness Condos LLC, Wachovia Financial Services Inc., RREEF America REIT II Corp. PPP, RREEF Management Co., Kendall Square Corporation, and any or all of their owners, officers, directors, agents, subsidiaries, and employees (hereinafter "the releasees").

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity. I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity (rowing shells are excluded from this provision).

RELEASE: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of storage space to me, do fully and forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the releasees from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property loss and/or damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property loss and/or damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

I, the undersigned, take full responsibility for my equipment left in the facility, and understand and agree that the security of my equipment is solely my responsibility. I agree that the releasees are not responsible for loss of or damage to any equipment left at the facility. I agree to secure the equipment with a suitable locking device provided by me whenever I am not in possession of the equipment. I agree that I am responsible for any damage caused by my equipment, including but not limited to damage caused by my boat falling onto another boat.

I, the undersigned, agree to remove my equipment from the facility at the end of the agreement period. If the equipment has not been removed one month after the end of the agreement period, the equipment will be sold by Charles River Recreation. After the equipment has been sold, Charles River Recreation will pay the above-named party 70% of the selling price less any unpaid storage fees.

I agree that this agreement will remain in force until I remove my equipment from the facility, including but not limited to the event that I renew my storage agreement for additional term(s).

I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. I take full responsibility for any minors under the age of 18 who use the equipment.

Signature _____ Print Name _____ Date __/__/____