

**MARTINON YACHT CLUB INC.**

**Limited Waiver for Damage to Personal Property &  
Insurance Subrogation Agreement**

\_\_\_\_\_  
First Name      Middle Name (if applicable)      Family Name      Boat Name (if applicable)

**MEMBERS' DECLARATION**

It is understood that there are risks and dangers to personal property and to personal injury in relation to the operation of the **MARTINON YACHT CLUB INC.** (hereinafter called the "Club").

The members of the Club agree that we are all responsible for our own personal property and that although we expect our club to carry public liability insurance, we agree that we will not make claim(s) against our club for damage(s) to our personal property and we hereby state that any insurance contract that we may arrange to insure our personal property will be barred from making any claims for compensation for damages to personal property against the Club or its insurer(s). Our insurer(s) shall not subrogate any claims for which it is liable, against the Club or its insurer(s) for damages to personal property. We hold the Club harmless for any claims for damage to our personal property and that of our families and our guests.

**LIMITED WAIVER (Personal Property Only)**

I, the undersigned, on my own behalf and on behalf of my family or guests for whom I would normally be responsible, understand that by participating in the events and/or services of the Club, I am (and we are) undertaking some amount of personal risk to my (our) person and to my (our) personal property. With that knowledge I hereby agree to waive, indemnify, hold harmless and release the Club and its insurer(s), members and agents from any and all liability for damage to my (our) personal property of any kind which may arise as a result of the undersigned (and any other members of my family or guest for whom I would normally be responsible) participating in any events and/or services, sponsored and/or produced by the Club.

I have read this limited waiver and understand fully that the Club, its insurer(s), and members, assume no responsibility or liability whatsoever for damage to my (our) personal property or that of my family or my guests, as a result of participation in any events and/or services sponsored and/or produced or provided by the Club. **THIS LIMITED WAIVER** is binding on me, the undersigned, and my heirs, executors and administrators and assigns

**NO SUBROGATION FOR DAMAGES TO PERSONAL PROPERTY**

I hereby declare that my insurer(s) shall not subrogate against the Club or its insurer(s) for any damage to personal property belonging to me, my family, or my guests.

**I READ, UNDERSTOOD, AND AGREED WITH THE ABOVE BEFORE SIGNING.**

This document was agreed and signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature