

Facility Permit for Loggerhead Park Mooring Field at Hollywood North Beach

RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: This Facility Permit ("Permit") contains a release, indemnity, and waiver of liability and, when signed, is a contract with legal consequences. Please read it carefully before signing.

In consideration of the opportunities afforded to Permittee by this Permit, Permittee freely agrees to and makes the following contractual representations and agreements:

Permittee hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of use of the park area(s) and/or facility(ies) (collectively referred to as "Park Facility") by Permittee or by Permittee's guests, licensees, or invitees (collectively, along with Permittee, referred to as "Permittee's Parties"). Permittee hereby releases, waives, discharges, and covenants not to sue Broward County ("County") or County's current, past, and future officers, agents, employees, or volunteers (collectively, along with County, referred to herein as "Releasees") from any and all liability or claims that might be asserted for damages sustained by any of Permittee's Parties, directly or indirectly, resulting from, relating to, or arising out of use of such Park Facility by any of Permittee's Parties.

Permittee shall indemnify and hold the Releasees harmless from any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Permit, arising from or relating to actions or omissions or alleged actions or omissions in connection with any use of the Park Facility by Permittee's Parties (collectively, a "Claim"). In the event any Claim is brought against any Releasee, Permittee shall, upon written notice from County, defend each Releasee against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Releasee. The obligations of this section shall survive the expiration or earlier termination of this Permit.

Notice to Vessel Owners for Potential Evacuations: County reserves the right to evacuate and close the Park Facility for weather-related hazards, public safety and health, or any other extenuating circumstances. Due to the inherent uncertainty and risks posed by severe weather, natural hazards, and other disasters, Permittee must evacuate the Park Facility when Broward County is under a **Tropical Storm Warning** and/or **Hurricane Warning**. **If County issues an evacuation order, Permittee must remove all belongings, including vessel and equipment, by the deadline in the evacuation order, which may be the same day the order is issued.** County is not responsible for securing vessels, personal belongings, or equipment in advance of or during a weather or other evacuation event. However, County is authorized to remove the vessel from its slip and/or take any and all other reasonable actions deemed appropriate by County to better secure the vessel and/or protect Park Facilities, private property, and the environment. Any such action shall be at County's sole discretion, and Permittee may be charged a reasonable fee for any such action by County. If Permittee's vessel remains at the mooring field after the deadline in the evacuation order, Permittee will be responsible for all damages caused in whole or in part by the vessel or Permittee's belongings or equipment, including the costs to repair such damage. Any vessel or property left at the mooring slip after the evacuation deadline will be deemed abandoned, and Permittee hereby acknowledges and consents to County disposing of such abandoned property in any manner County sees fit, at the Permittee's sole cost.

County will reopen the Park Facility when, in its sole discretion, it has determined that the Park Facility is safe for use. County is unable to predict the duration that the Park Facility will remain closed. County shall not be liable for loss or damage resulting from any unavailability of the Park Facility or any delay, interruption, or failure in performance of this Permit that results, directly or indirectly, from a weather event, natural disaster, or other circumstances beyond County's control, including without limitation any action taken by a local, state, or federal agency with jurisdiction over the Park Facility and/or the surrounding waterway.

Permittee fully understands and agrees to the terms of this Permit, including the Rules and Regulations described herein. Permittee acknowledges that Permittee, and anyone who may claim any right(s) on Permittee's behalf, has given up substantial rights by Permittee's signing of this Permit. Permittee has signed this Permit freely and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law. Permittee agrees that if any portion of this Permit is held to be invalid, that part shall be deemed severed from this Permit and the balance of this Permit shall remain in full force and effect.

Permittee Name: _____ Permittee Signature: _____
Form of I.D. Presented: _____ Date: _____
Names of Permittee's Guests (if applicable): _____

NOTICE: This document is a public record under the laws of the State of Florida and can be inspected by anyone, including vendors, who may solicit business from this record. You may register your phone number with the National Do Not Call Registry maintained by the Federal Trade Commission by calling toll-free 1-888-382-1222 or registering online at <http://www.donotcall.gov>. Broward County does not warrant that the registration information provided for above is guaranteed to eliminate unsolicited phone calls. If you would like your contact preferences to be stored with this Permit, please inform park staff of your preferences when signing.

Broward County Parks and Recreation Division Mooring Field Rules and Regulations

ADMISSION/FEES: Mooring fees are posted at the park office. Stays of fewer than fourteen (14) days require full payment in advance. For stays of fourteen (14) days or more, payment for at least fourteen (14) days is required in advance.

ANCHORING: Anchoring within 300 feet from the marked boundary of the mooring field is prohibited, unless otherwise allowed by law. The use of additional anchors by moored vessels is also prohibited. Tenders and dinghies may only be secured either to the vessel to which they belong or at the designated dinghy dock. Securing a tender or dinghy in any other location within the Park Facility or mooring field is prohibited.

BEER/WINE ONLY: Liquor is prohibited. Pursuant to Chapter 25½ of the Broward County Code of Ordinances, the consumption of beer, wine, and/or pre-mixed drinks is permitted only within certain Broward County parks (or only certain areas within a park). **Glass containers are prohibited.**

CANCELLATION/DATE TRANSFERS (RAIN OR SHINE): The reservation associated with this Permit is strictly for the date(s) noted on the rental reservation receipt and shall not be affected by weather conditions. Any requests for cancellations or date transfers for the reservation associated with this Permit or any portion thereof must be made in writing and submitted to the park office via email and/or in person. Confirmation of receipt of a refund or transfer request does not mean the request is approved. For cancellation requests received six (6) or more days before the date of stay being cancelled, a full refund will be provided. If the cancellation request is received within five (5) days before the date of stay being cancelled, a cancellation fee per day shall apply, not to exceed five (5) days. Shortened reservations are considered a cancellation of the dates of stay being cancelled, and cancellation fees shall be applied accordingly to each date being cancelled at the current cancellation rate. Requests to transfer a reservation to a different date and/or location must be submitted by the reservation holder to the park office at least one (1) day before the reservation start date. Reservations may only be transferred once and with approval from the Dockmaster. Requests for refunds will not be honored for reservations that previously had a date change. Approved refund requests will be received as a County-issued check in approximately two (2) to four (4) weeks if payment was made by check or cash. Credit card refunds are refunded in approximately five (5) business days.

CHECK-IN/CHECK-OUT: Vessels entering or leaving the mooring field must do so between the hours of 9:30 a.m. and 6:00 p.m.

CHEMICALS/HAZARDOUS MATERIAL: No person is permitted to fuel any vessel within the mooring field, and no fuel is permitted to be pumped to or from a vessel using a portable container. Permittee is responsible for properly disposing of gasoline, gasoline-contaminated bilge water, and/or other hazardous materials. All hazardous materials must be disposed of properly and not placed in park garbage cans.

Oil spill incidents, regardless of cause, must be reported immediately to the Dockmaster. Washing vessels with detergents containing phosphates, chlorine, petroleum distillates, and/or any other environmentally hazardous chemical is prohibited.

CONTRABAND: Possession of contraband, including illegal drugs, narcotics, unlawful weapons, or other prohibited items or substances, is prohibited. The County cooperates with local, state, and federal agencies, including the U.S. Coast Guard, to support law enforcement activities, and grants these agencies access to the Park Facility for the lawful pursuit of their law enforcement responsibilities. The arrest of any of Permittee's Parties by any agency for a suspected offense covered by this provision may result in the termination of this Permit.

CUSTOMER CODE OF CONDUCT: Permittee is responsible for ensuring that all of Permittee's Parties abide by all park rules and regulations, including the Customer Code of Conduct. The Customer Code of Conduct can be found at www.Broward.org/Parks or obtained from the Dockmaster upon request.

DISCHARGES: Hull flushing of vessel toilets is prohibited within the mooring field. Only clean bilge water may be discharged from vessels in the mooring field. Disposal or discharge of any liquid or solid waste or refuse overboard is not allowed. All holding tank valves must be set to direct wastewater into an onboard holding tank, and the valve must be secured to prevent any overboard discharge into the water.

EQUIPMENT: Vessels must not exceed 40 feet in length. Only vessels in a seaworthy condition, with current registration, will be allowed to moor in the mooring field. Vessel engines and propulsion drive systems must be maintained in proper working order at all times. Derelict vessels are prohibited. Permittee must provide current federal documentation or state registration for all vessels mooring in the mooring field and must be listed as the legal owner. Permittee agrees to maintain their boat in a safe condition so that it will not become a hazard to other vessels in the mooring field or at the dinghy dock. Permittee is required to maintain the vessel's mooring lines and bilge. Vessel repairs are not permitted without prior approval from the Dockmaster. All vessels must have adequate electrical and/or mechanical bilge pumps permanently installed and ready for use, with switches labeled and visible.

FIRE REGULATION: The use of charcoal burners, other solid fuel burners, gas welders, gas torches, and/or any open flame-producing equipment is prohibited. Cooking aboard the vessel is permitted only by those stoves approved by fire regulations and the U.S. Coast Guard, which may include alcohol, electric, propane, and/or CNG gas stoves.

FISHING/WILDLIFE: Wildlife may not be fed from vessels, docks, and/or the shore. Fishing, netting, and/or the use of harpoons or spears are prohibited in the waters of the mooring field. Fish cleaning is not permitted. Attaching objects to trees, plant life, and/or park property is strictly prohibited.

FORCE MAJEURE: County shall not be held liable for loss or damage suffered as a result of any delay, interruption, or failure in performance of this Permit resulting directly or indirectly from natural disasters, or circumstances beyond County's control, including but not limited to loss of Park Facility and/or equipment use. Circumstances outside of County's control include any action taken by any agency with

jurisdiction over the Park Facility or the surrounding waterway including, but not limited to, municipal (e.g., fire or police), state, or federal agencies.

INSPECTIONS: The vessel will undergo an initial inspection upon check-in, and must be available for subsequent inspections upon request during Permittee's reservation. These inspections, conducted by the Dockmaster and/or designee, are to ensure compliance with maintenance, safety, and appearance standards. Inspections may include verification of operational engine(s), vessel size and condition, number and length of mooring lines, cleats, tendering condition, exterior vessel appearance, odor, condition of bilges and bilge pump(s), condition of fuel tanks, head facilities, plumbing, and any other conditions specified in this permit.

LIGHTNING POLICY: Lightning is a serious hazard. Please be advised that storms fluctuate, develop, and move very rapidly, and lightning may occur without prior warning. Seek shelter immediately if a storm is approaching. Your safety is your responsibility. IF YOU REMAIN OUTDOORS, PLEASE BE ADVISED THAT YOU DO SO AT YOUR OWN RISK.

MAXIMUM STAY: No reservation may exceed 90 consecutive days. If a vessel is moored at the Park Facility for 90 consecutive days, it must be moved offsite for at least five (5) days prior to returning. No vessel may be moored at the Loggerhead Park Mooring Field for more than 180 cumulative days in any rolling twelve-month period in accordance with Chapter 25½ -153 of the Broward County Code of Ordinances.

MOORING: Permittee is responsible for properly securing the vessel to withstand tides, winds, and other elements and conditions. Permittee shall be liable for any damages caused to persons, piers, docks, other vessels, or any other property caused by Permittee or Permittee's vessel, to the extent permitted by law.

NOISE/SOUNDS: Noise must be kept to a minimum at all times. The mooring field is located within the City of Hollywood and therefore all vessels, boat owners, and guests must comply with the City of Hollywood's Noise Ordinance. Vessel occupants shall use discretion when using televisions, radios/stereos, bird callers, squawkers, deterrents, and other sound-generating items, and shall refrain from participating in boisterous or rowdy conduct that disturbs other vessels or adjacent property owners. All rigging must be secured to prevent undue noise.

PERMIT CONDITIONS: Permittee must be at least eighteen (18) years old to register for a mooring slip. This Permit is issued to Permittee for a specific vessel. This Permit is nontransferable to another party and/or vessel. Any attempt to assign, sublease, or transfer this Permit shall constitute a breach of this Permit, and shall permit County to immediately terminate this Permit, in addition to any other remedies available to County at law or in equity.

PETS: Permittee is permitted up to two (2) pets per vessel, which must be registered with the Dockmaster. Permittee is required to provide proof that all pets have the licenses and vaccinations required by law. Pets must be kept under immediate control of owners at all times and be on leashes no more than six (6) feet long while on shore or within the park's boundaries. Permittee is responsible for cleaning up pet waste, and must direct all pet feces and associated waste for proper disposal to either waste holding tanks or sealed securely for refuse disposal.

PROHIBITED ITEMS/USE: Watercraft shall not be used for any commercial purposes from within the mooring field. Use and/or release of fireworks, explosives, polystyrene containers, single-use plastic straws and stirrers, sky lanterns, confetti/glitter, including, but not limited to, as decorations, in cannons, or balloons, is not permitted under any circumstances.

QUIET HOURS: Quiet hours are from 10:00 p.m. to 7:00 a.m. Sunday through Thursday and from 11:00 p.m. to 7:00 a.m. Friday and Saturday. During quiet hours, only registered Permittees and their registered overnight guests are permitted within the mooring field.

RESTROOMS/FACILITIES: Restroom, shower, and laundry facilities are for the exclusive use of registered Permittees. County will provide Permittee the restroom and shower facility key and/or codes upon payment of the security deposit. The sharing of restroom facilities keys and/or codes with non-registered persons is prohibited. All facilities doors must be kept closed and locked at all times.

SHARED FACILITIES: Permittee shall not place dinghies, small crafts, supplies, materials, accessories, and/or debris on the dinghy dock, walkways, or on/within park facilities and/or amenities. No personal items, containers of gasoline, diesel fuel, other petroleum products, and/or hazardous materials shall be stored on land within the park. If found unattended, such materials may be removed and disposed of by the Dockmaster and/or designee at Permittee's expense. Permittee is not permitted to hang laundry, towels, bathing suits, and/or other items on dock or other park facilities and/or amenities. Notices and/or signs are not permitted to be displayed on the dock, buildings, picnic shelters, grounds, and/or other equipment or facilities without County approval.

SWIMMING: Recreational swimming is not permitted within the marked boundaries of the mooring field.

TRASH/RECYCLING: Permittee must take all refuse/trash to the solid waste receptacles located within the park for proper disposal.

Noncompliance with any of these Rules and Regulations may result in revocation of Permit, forfeiture of any cleanup or security deposit and paid fees, and immediate expulsion from the Park Facility. Noncompliance may also result in the denial of subsequent applications for reservations at any Broward County park for a period up to one (1) year (as determined by the Division). **Permittee must comply with all local, state, and federal regulations.**