

RELEASE AND INDEMNIFICATION AGREEMENT

This agreement is by and between Coates Island Marina, LLC, a Vermont Limited Liability Partnership, the partners of which are A. Edward Losier, David R. Coates, David R. Coates, Jr., and Dan Connors, hereinafter referred to as "Coates Island Marina", and _____, hereinafter referred to as "The Customer".

In consideration of Coates Island Marina providing services to The Customer, it is hereby agreed by Coates Island Marina and The Customer:

1. That Coates Island Marina shall not be held liable for any damages, real or personal, whether foreseeable or unforeseeable, not caused by its own negligence which The Customer, his/her family members, friends, guests or invitees may sustain as a result of usage of the facilities, including but not limited to the docks, moorings, parking areas, rowboats, and rest room portolets, hereinafter referred to as "The Facilities", at Coates Island, Colchester, Vermont.
2. That The Customer is aware of the risks associated with the usage of The Facilities by himself, his family members, guests or invitees and that such usage of The Facilities by such persons becomes his/her responsibility and The Customer agrees to assume said responsibility and liability for such risk.
3. That The Customer further agrees to indemnify and hold harmless Coates Island Marina from any and all causes of action, claims, rights or demands whatsoever in law or in equity in the event that The Customer, his family members, guests or invitees sustain injury as a result of the usage of The Facilities.
4. That the legal and practical effect of this agreement is understood by The Customer and is not the result of any fraud, duress or undue influence exercised upon The Customer by any person or persons.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this _____ day of _____, 2012.

The Customer _____

COATES ISLAND MARINA, LLC

BY: David R. Coates, General Partner

Witness _____