

**PORT ALBERNI PORT AUTHORITY**

2750 Harbour Road,  
Port Alberni, BC V9Y 7X2  
Tel. (250) 723-5312



**ADMINISTRATION PORTUAIRE DE PORT ALBERNI**

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**REQUEST FOR COMMUNITY USE OF PAPA FACILITIES**

NAME OF ORGANIZATION: \_\_\_\_\_

ORGANIZATION ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE OF USE: \_\_\_\_\_

TIME STARTS: \_\_\_\_\_ ENDS AT: \_\_\_\_\_

OCCASION: \_\_\_\_\_

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**FACILITIES REQUEST:**

DOCK+ OUTDOOR       DOCK+ KITCHEN       CENTENNIAL PIER

HARBOUR QUAY BOARDROOM       CHINA CREEK CAMPGROUND       TYEE LANDING

CLUTESI HAVEN OUTDOOR       OTHER  \_\_\_\_\_

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**FEES:**

DAMAGE DEPOSIT REQ: \_\_\_\_\_      DATE DEPOSIT PAID: \_\_\_\_\_

DATE OF REFUND: \_\_\_\_\_

FACILITIES FEE: \_\_\_\_\_

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**Proof of liability insurance in the amount of \$2 million per occurrence required, and must add as Additional Insured:**

- **For Dock+, Centennial Pier, Harbour Quay, and Tyee Landing:** Port Alberni Port Authority and His Majesty the King in the Right of Canada
- **For Clutesi Haven:** Port Alberni Port Authority and the City of Port Alberni
- **For China Creek Campground:** Port Alberni Port Authority, Alberni-Clayoquot Regional District, and the Province of British Columbia

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**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

I enter into this Waiver of Liability Agreement with Port Alberni Port Authority for the privilege to use the facility called \_\_\_\_\_ located at \_\_\_\_\_.

1. Waiver and release of all claims (including negligence) in consideration for use of the facility, I waive and release Port Alberni Port Authority, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. This waiver and release is intended to and does release Port Alberni Port Authority from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Port Alberni Port Authority, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Port Alberni Port Authority from any liability resulting from their intentional conduct.
2. I understand that Port Alberni Port Authority is not responsible for any lost or stolen valuables or property from within the facility.
3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.
4. I further covenant and agree not to institute any claims or legal action Port Alberni Port Authority for any claim released by this Agreement. I further agree that should any claim be made against Port Alberni Port Authority in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Port Alberni Port Authority for any such claim and expenses including attorney's fees and costs incurred by Port Alberni Port Authority in defending themselves or security indemnity hereunder.
5. I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.
6. I accept the responsibility of behalf of our group/organization and realize that I will be responsible for any damage or caretaking costs arising from misuse of the facilities.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Port Alberni Port Authority for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Port Alberni Port Authority, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by PAPA: \_\_\_\_\_

Lisa Scherbarth, Manager of Administration and Properties