

RESORT VILLAGE OF PEBBLE BAYE

BYLAW NO 2-2024

**A BYLAW TO PROVIDE FOR THE SETTING OF TERMS AND
CONDITIONS FOR LEASING OF MARINA SLIPS FROM THE
RESORT VILLAGE OF PEBBLE BAYE**

The Council of the Resort Village of Pebble Baye in the Province of
Saskatchewan enacts as follows:

1. This bylaw shall be referred to the as the "Terms and Conditions for Marina Slip
Lease Bylaw".
2. All persons entering into a yearly Marina Slip lease with the Resort Village of
Pebble Baye agree to the terms and conditions as set out in Form "A" of this
bylaw.



J. Kavan

Mayor

77

Administrator

Read a third time and adopted
this 20 day of April, 2024

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Administrator

Form "A"

RESORT VILLAGE OF PEBBLE BAYE

MARINA TERMS AND CONDITIONS

By making the rental payment for slip # _____ I acknowledge that I have read the R.V. of Pebble Baye Marina Rental Terms and Conditions attached hereto and that the terms of the same are hereby incorporated into this agreement and form an integral part of this rental agreement. I agree to be bound by the R.V. of Pebble Baye Marina Rental Terms and Conditions. I further agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of associated with or related to my/my child's/my guests use of the boat launch, dock and marina located at Iroquois Lake, even if such risk may have been caused by the negligence of the R.V. of Pebble Baye.
2. TO BE SOLEY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I/my child's/my guests might sustain while using the boat launch dock and marina at Iroquois Lake, even if such loss or damage might have been caused by the negligence of the R.V. of Pebble Baye.
3. TO HOLD HARMLESS AND INDEMNIFY THE R.V. OF PEBBLE BAYE: **a.** From any, and all liability for and damage to the personal property of, or personal injury to, any third party of, personal injury to any third party resulting from my/my child's/my guests use of the boat launch dock and marina; and **b** From any and all claims, demands, actions and costs which might arise out of my/my child's/my guests use of the boat launch, dock and marina, even though such claims, demands, actions and costs may have been caused by the negligence of the R.V. of Pebble Baye.

I ACKNOWLEDGE THAT I HAVE CAREFULL READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND BY MAKING THE PAYMENT OF RENT FOR THE SLIP NUMBERED AT THE TOP OF THIS RELEASE OF LIABILITY I AM KNOWINGLY AND WILLINGLY AGREEING TO REALEASE THE R.V. OF PEBBLE BAYE FROM ALL LIABILITIES INCIDENT TO MY/MY CHILD'S/MY GUESTS USE OF THE BOAT LAUNCH DOCK, AND MARINA, INCLUDING, OF ALL LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OF WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE.

This agreement is to be binding upon myself, my heirs, executors, administrators, and assigns, in the event of my death or incapacity

- 1.0 The Marina and Boat Launch are unsupervised, Lessee's, their invitees, and Guests use the facility at their own risk.
- 2.0 The R.V. of Pebble Baye Marina is an unsupervised, unmonitored facility, the R.V. of Pebble Baye will not be held responsible for any theft or damages to individual boats or the contents of boats while in the marina.
- 3.0 The slip lease is to the property owner of the R.V. of Pebble Baye for their personal use and enjoyment, it's usage can not be transferred or used for any commercial gain by the lessee. Contravention may result in renewal not being granted.

Signature of Slip Lessee

Print Name

