







## VESSEL SERVICE AGREEMENT

### TYPE OF SERVICE (check all that apply):

- LAKE RUN (private vessel out of gas, fuel delivery, minor mechanical and/or troubleshooting, jump start)
- ASSISTANCE TOWING (disabled private vessel, USCG Captain with one tow-boat, hip-tie or long-line as necessary)
- PILOT SERVICE (USCG Captain, piloting private vessel in/out of harbor, beaching/anchoring)
- OTHER FOR-HIRE SERVICE (USCG Captain, water taxi, passenger transport)

Aramark Sports & Entertainment Services, LLC dba Lake Powell Resorts & Marinas ("LPRM") provides services to VESSEL OWNERS. This **Agreement** sets forth the terms and conditions that apply when LPRM agrees to provide services. Whenever LPRM is referred to in this Agreement, it **includes** its agents, successors, licensees, assigns, all of its affiliated companies and their respective officers, directors, agents, and employees.

### TERMS & CONDITIONS

#### VESSEL OWNER or AUTHORIZED AGENT

VESSEL OWNER and/or his/her/its authorized agent, by signing this Agreement, agrees to be bound by every one of its terms and conditions.

#### SERVICES

**Right of Refusal:** LPRM reserves the right to refuse to captain, pilot, tow, or otherwise operate any VESSEL if LPRM determines **at its sole discretion** that an unsafe or illegal condition exists, or determines that the VESSEL is in a damaged or unseaworthy condition, or if there is the potential of a fuel spill or any other type of environmental contamination.

**Rates:** VESSEL OWNER and/or the authorized person signing this Agreement on the VESSEL OWNER's behalf, agrees to be liable for payment for services at the approved service rates on file with the National Park Service ("NPS"). A copy of the current price list will be provided to the VESSEL OWNER upon request.

**Response Time:** Services will be provided on a first-come first-serve basis and may not be available when a VESSEL OWNER requires such service unless booked or scheduled in advance. VESSEL OWNER understands and accepts that on occasion it may take longer than anticipated for LPRM to provide services. VESSEL OWNER agrees to hold LPRM and its employees and agents harmless for any situation or circumstances that may arise as a result of any such delay.

**No Bailment:** VESSEL OWNER agrees and acknowledges that LPRM shall be under no obligation for safekeeping the VESSEL or any personal property of VESSEL OWNER. VESSEL OWNER agrees that nothing in this Agreement creates a bailment between the VESSEL OWNER and LPRM. If a bailment relationship is found to exist, VESSEL OWNER agrees that it is a gratuitous bailment, not a bailment for hire. LPRM shall therefore only be responsible for any damage or loss arising from LPRM's gross negligence or willful misconduct.

**Compliance with Laws and Regulations:** VESSEL OWNER understands that LPRM will not operate any vessel that does not fully comply with all of the applicable laws of the State of Utah and/or the State of Arizona and/or the United States and/or the U.S. Coast Guard's rules and regulations. VESSEL OWNER warrants that its vessel is in full compliance with all laws regulating vessel insurance, registration and safety equipment.

#### ASSUMPTION OF RISK

VESSEL OWNER acknowledges that the services provided by LPRM involve inherent risks of injury, death, and property damage to the VESSEL, its guests, passengers and invitees. VESSEL OWNER agrees to assume all risks of injury, death, and property damage to VESSEL OWNER, the VESSEL, its guests, passengers and invitees while it is operated by or under the control of LPRM. VESSEL OWNER is agreeing to this provision out of recognition that OWNER, its vessel and those on board are in a vulnerable, risky and potentially unsafe or dangerous condition which caused it to request LPRM's services.

#### HOLD HARMLESS AND WAIVER

VESSEL OWNER agrees to hold harmless and waive any and all claims or actions that VESSEL OWNER may have against LPRM. VESSEL OWNER releases LPRM from all liability to VESSEL OWNER, its co-owners, partners, employees, agents, representatives, guardians, successors, assigns, family members, children and heirs from any type of claims or damages, including but not limited to personal injury, death or property damage arising from or related to the services provided by LPRM. This is regardless of whether the damages were caused by the active, passive or sole negligence of LPRM.

**VESSEL OWNER or AUTHORIZED AGENT'S INITIALS:** \_\_\_\_\_

