



**SCHEDULE 2**  
**SLIPWAY AGREEMENT**  
**GEELONG WESTERN BEACH BOAT CLUB Inc**  
A0003845R

**Between**

**Geelong Western Beach Boat Club Inc** of Western Foreshore Road, Western Beach Geelong (the Club)  
and

**Given Names:** ..... **Family Name:** .....

**Address:** ..... **Post Code:** .....  
(the Owner)

**In this Agreement**

**Boat means :-** .....(name/registration)

**Cradle means:-** The arms on the trolley used to support boats on the Slipway.

**Owner means: –** The owner of the Boat and any person acting on his or her behalf.

**Slipway means: –**The trolley and related equipment used for the removal of boats from the water.

**Slipping Steward means: –** The person appointed by the Club as the slipping steward or his or her representative.

**Agreement**

The Club agrees to permit the Owner to use the Slipway on the terms and conditions of this Agreement.

The Owner agrees to comply with the terms and conditions of this Agreement.

**Signature of the Parties**

**Owner :** .....

**The Club:**.....

.....

**Full name of person signing for the Club**

**Date** .....



**TERMS AND CONDITIONS V26-5-2022**  
**GEELONG WESTERN BEACH BOAT CLUB Inc**  
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### **Allocation of Date and Time**

- (1) The Slipping Steward will, in consultation with the Owner, allocate the date on which the Owner may use the Slipway and the times at which the Boat will be removed and returned to the water.
- (2) The Slipping Steward may postpone the use of the Slipway if he or she considers that the weather and tide conditions are not suitable to do so.

### **Boat Owner's Obligations**

- (3) The Owner must:–
  - (a) place the Boat on the Slipway trolley at the appointed time;
  - (b) arrange the Cradle, blocks, bridges and other supports and lines before placing the Boat on the Slipway trolley;
  - (c) comply with any directions of the Slipping Steward regarding the use of the Slipway;
  - (d) not do or allow anything which may cause a nuisance or disturbance on the Club's premises or damage to the Slipway trolley;
  - (e) keep the Slipway area free of rubbish and in a clean, tidy and safe condition;
  - (f) inform the Slipping Steward of the name and address of any person who is engaged by the Owner to work on the Boat and is not a member of the Club; and
  - (g) comply with the Club's Rules and By Laws.

### **Liability and Indemnity**

- (1) The Owner releases the Club from any liability whatsoever for damage to the Boat or to equipment on or attached to the Boat incurred as a result of the use of the Slipway.
- (2) The Owner releases the Club from and indemnifies the Club in respect of any direct, indirect or consequential claim, action, damage, costs, expenses, loss, injury or death for which the Club is or may become liable to any person arising from:–
- (3) the use of the Slipway by the Owner;
  - (a) any negligent, careless, reckless or wrongful acts or omission of the Owner; and
  - (b) a breach of this Agreement by the Owner.
- (4) The Owner will be responsible for any damage to the Slipway arising from his or her failure to properly secure the Boat on the Slipway trolley.