



## Turtle Bay Marina Inc.

#6 – 2860 Woodsdale Road, Lake Country, BC V4V 2L2

Phone: 250-766-3120 Fax: 250-765-3355

Email: moorage@turtlebaymarina.com

## 2023 Moorage Registration Form

**ALL INFORMATION IS REQUIRED TO SECURE YOUR MOORAGE!**

### Contact Information:

Name: First and Last Names

Alternate Contact: Alternate Contact

Street Address: Address

City: City

Prov: PR Postal Code: A1A 1A1

Home Phone: 000 000-0000

Cell Phone: 000 000-0000

Other Phone: 000 000-0000

Work Phone: 000 000-0000

Email Address: email address

### Boat Information:

Boat Make: Make

Model:

Boat Number: Number Boat

Colour:

Boat Length:

Boat Width:

### Payment:

Cheque  Cheque Number 0000 Amount \$3,150.00

Visa or M/C  Card Holder Cardholder Name Amount \$3,230.00

Number 0000 0000 0000 0000 Expiry MM/YY CVS 0000

### Exclusion of Liability - Assumption of Risk Form:

Signed and enclosed:

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

I hereby agree to the Rules & Regulations as stipulated by Turtle Bay Marina Inc.

TURTLE BAY MARINA INC.  
6-2860 WOODSDALE ROAD  
LAKE COUNTRY, BC, V4V2L2

Dock: 250-766-3120

## RULES AND REGULATIONS

**If these rules and regulations are not adhered to, management may terminate your moorage and no refund will be issued.**

- 1. Use:** Boat Owner shall use said boat for pleasure and recreation only, and no commercial ventures of any kind shall be undertaken by the Boat Owner from the Marina. All Boat Owners and their invitees and guests shall observe and adhere to all Federal and Provincial statute and regulations, including but not limited to, Coast Guard Regulations regarding the use and occupancy of pleasure marine craft on Canadian waters.
- 2. Storage on Dock:** Boat Owner shall keep the dock area adjacent to his berth or mooring space clean and litter free. Nothing shall be stored thereon, including but not limited to supplies, materials and debris, nor may any Boat Owner construct thereon any lockers, cabinets, ramps or similar structures.
- 3. Mooring of Boats:** Boat Owner shall insure that said boat is safely moored with lines adequate for weather conditions using a minimum of ½ inch nylon line and proper bumpers.
- 4. Parking:** The Marina maintains a parking lot for gratuitous use by Boat Owner at Boat Owner's own risk. Boat Owner is entitled to leave one automobile in the parking lot while on board his boat. Boat Owner shall not park an automobile except in the designated parking area.
- 5. Boat Repairs:** Ordinary light maintenance may be permitted on the boat in the Marina in the clients moorage stall. Boat Owner must notify Marina in advance of employment of outside commercial labour on the boat. Minor repairs may be made on the boat while in its slip or mooring space. No paint thinners or other petroleum products are permitted on the docks.
- 6. Hazardous Activities:** Spraying paint, welding and burning are strictly prohibited in the Marina. Contamination of the environment by Boat Owners for the use of hazardous materials, including fuel, may result in the personal liability of the Boat Owner for any cleanup required by Federal or Provincial statute or regulation.
- 7. Shifting of Boat in Owner's Absence:** The Marina reserves the right to remove said boat whenever the Marina deems it necessary for safety or maintenance of the Marina area, provided however, that the Marina is not obligated to move or adjust any lines for the boat.
- 8. Waiver of Terms and Conditions:** No failure of the Marina or its employees to enforce any of the terms and conditions herein is or shall be considered to be a waiver to such term or condition in the absence of an express written waiver by the Marina.
- 9. Disorderly Conduct:** Disorderly conduct on a boat, on the dock or within the Marina area by a boater or his visitor(s) is prohibited and shall be cause for immediate removal from the Marina of the boat and the individual(s) involved. Loud dockside parties are prohibited.
- 10. Refuelling:** Boats shall be refuelled only in the designated areas from the approved gas pumps without spillage or contamination of the environment. No boats or motors will be refuelled

while in the slip areas. No fuel may be transferred from one container to another on the Marina premises, nor may fuel be brought onto the Marina premises.

11. **Advertising:** No advertising, soliciting or the operation of any business will be permitted within the Marina unless previously approved by the Marina.

12. **Slips:** Only one boat is permitted in each slip.

13. **Excess Speed:** No boat within 300 feet of the Marina shall be operated in excess of the "no wake" speed. Speeding out of the marina will not be tolerated and will result in the loss of their moorage stall.

14. **Swimming:** No swimming or diving will be permitted within the Marina unless in a designated area.

15. **Refuse:** No refuse will be thrown overboard.

16. **Loss or Damage:** Marina shall not be responsible for any losses or damages to the boats in the Marina arising out of negligent acts or omissions of Boat Owners and guests. Each Owner shall be responsible for damages, which he may cause to other boats, or for damages to any structure. The marina is not responsible for any contents in the boat.

17. **Sale of Boats:** Any boat for sale in the Marina will be shown by appointment only by the Owner or the Owner's Agent.

18. **Inspection:** The Marina reserves the right to inspect all boats to insure that they meet the Marina's standards prior to unloading and at any time thereafter while the boat is in the Marina area. In the event the Owner fails to maintain the boat in a clean and operable manner, Marina reserves the right to cancel the lease and require the Owner to remove the boat from the Marina. In the event the Owner fails to do so, the Marina reserves the right to remove said boat at the expense of the Boat Owner.

19. **Automatic Bilge Pumps:** All boats shall be equipped with automatic bilge pumps.

20. **Fire Extinguishers:** All boats must have the proper type of equipment as required by the Canadian coastguard regulations.

21. **No Rental or Business Activities:** Boat Owners may not sublet, lease, or assign their boat slips nor may they conduct any commercial business activities on their boats or on the premises so long as they maintain their boat at the Marina. However, Boat Owners may, within the discretion of the Marina, grant third parties permission to use their boat upon the condition the Boat Owner provides to the Marina prior written notice of the third parties authority to use. All third parties granting permission to use the Boat Owners boat shall be bound by all contractual obligation of the Boat Owner to the Marina including, but not limited to the adherence to these Rules and Regulations. If an owner wants to let a third party use his stall it has to be approved by management.

22. **Alcoholic Beverages:** No open alcoholic beverages will be permitted on docks or parking lots.

# **Turtle Bay Marina Inc.**

#6 – 2860 Woodsdale Road  
Lake Country, BC V4V 2L2  
Phone: 250-766-3120

## **Notice to Users of Turtle Bay Marina Resort Facilities Please Read Carefully: Exclusion of Liability - Assumption of Risk - Jurisdiction**

These conditions will affect your legal rights including the right to sue or claim compensation following an accident.

As a condition of use of the marina area and other facilities, the Pass Holder assumes all risk of personal injury, death, or property loss resulting from any cause whatsoever including but not limited to: the risks, dangers and hazards of boating, water or jet skiing, wakeboarding, and all other recreational activities; collision with natural or man-made objects or other boaters and marina users on land or water, travel within or beyond the marina boundaries; the use of docks, ramps, water and water craft equipment, and all other marina facilities; or negligence, breach of contract, or breach of statutory duty of care on the part of Turtle Bay Marina Resort and its directors, officers, employees, instructors, volunteers, agents, instructors, volunteers, agents, independent contractors, representatives, sponsors, successors and assigns (herein after collectively referred to as the "Marina Operator"). The Pass Holder agrees that the Marina Operator shall not be liable for any such personal injury, death or property loss and releases the Marina Operator and waives all claims with respect thereto. The Pass Holder agrees that any litigation involving the Marina Operator shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. The Pass Holder further agrees that these conditions and any right, duties and obligations as between the Marina Operator and the Pass Holder shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

**Please be responsible for your own safety in all activities.  
Thank you**

**I have read the above Rules and Regulations for Turtle Bay Marina.**

**I agree to these terms and conditions:**

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

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

**Boat Owner:** \_\_\_\_\_