

**PERMIT TO MOOR IN DEEP COVE DESIGNATED ANCHORAGE AREA  
TERMS AND CONDITIONS  
(INCLUDES A RELEASE AND INDEMNITY)**

The person to whom the moorage permit (the "Permit") is issued is referred to herein as the "Permit Holder". The Permit issued to the Permit Holder is conditional upon the following, and the Permit Holder warrants, covenants and agrees with The Corporation of the District of North Vancouver (the "District") as follows:

1. Payment and the signed Permit application are due upon booking. The District must receive payment and all documentation, including evidence of required insurance, prior to the issuance of the Permit.
2. The Permit Holder will not anchor or moor a vessel or watercraft anywhere in the Deep Cove Anchorage Area (the "DAA") except at the District-owned anchor buoy ("Anchor Buoy") assigned to the Permit Holder in a District-issued Permit, and only for the duration of the reservation period shown in the Permit (the "Reservation Period").
3. The Permit Holder must be 19 years of age or older and must have care and control of the vessel or watercraft while it is within the DAA. Proof of age in the form of government issued identification is required at the time of reservation and must be kept onboard at all time and made available for inspection upon request.
4. Only marine pleasure craft are permitted in the DAA. Transport Canada Pleasure Craft Licence is mandatory for all pleasure craft equipped with motors of 10 horsepower (7.5 kW) or more.
5. The Permit Holder must provide a valid Pleasure Craft Licence number (if applicable), and the vessel's name, make, hull colour, length, draught and type at the time of booking. Such licence must be available for inspection at all times.
6. The Permit Holder must hold a valid Pleasure Craft Operator Card (PCOC), which must be available for inspection at all times upon request.
7. The Permit Holder may not moor at an Anchor Buoy for more than 72 hours in any calendar month, or at any time when the Owner/Operator has not reserved the use of the Anchor Buoy. The Permit Holder will remove its vessel or watercraft from the DAA promptly at the end of the Reservation Period.
8. No vessel or watercraft moored at an Anchor Buoy may exceed 40 feet in length.
9. At all times while within the DAA, the Permit Holder will carry protection and indemnity (marine liability) insurance coverage in the amount of at least \$2,000,000 per accident or occurrence. Proof of such insurance must be available for inspection at all times.
10. The Permit Holder must have a copy of the Permit available at all times while in the DAA as proof of its reservation. The District may require the immediate removal of any vessel or watercraft for which a Permit cannot be produced upon request.

11. The Permit Holder will comply with all bylaws of the District relating to the use of the DAA and moorage therein, and with all other applicable laws and regulations of all authorities having jurisdiction.
12. The Permit Holder and all others on the vessel or watercraft must obey all posted signage.
13. No refunds will be issued in the event of cancellation or no-show.
14. The District may seize and dispose of any vessel or watercraft found to be in contravention of these Terms and Conditions, in accordance with District bylaws.
15. **The District assumes no responsibility for any death, injury or loss of or damage to property, regardless of the cause. Persons using the DAA do so at their own risk. The Permit Holder does for itself and for its invitees, guests, visitors, family members, and others for whom the Permit Holder is at law responsible (collectively with the Permit Holder, the "Users", and each a "User"), and for the heirs, executors, administrators, successors and assigns of each of them, hereby release, waive and forever discharge the District, its agents, servants, successors, employees, volunteers, assigns and elected and appointed officials from any and all Claims (as defined in section 17 hereof), whether in law or in equity, in respect of death, injury, loss, or damage that may be incurred, suffered, brought, made or claimed by any User in connection with or as a direct or indirect result of this Permit or their use of the DAA at any time, notwithstanding that the same may have been caused or contributed to by the District or its agents, servants, successors, employees, volunteers, assigns or elected or appointed officials.**
16. **The Permit Holder shall indemnify and save harmless the District and its agents, servants, successors, employees, volunteers, assigns and elected and appointed officials from and against any and all claims, actions, causes of action, losses, suits, damages, costs, fees, expenses, charges, demands, judgments, and other liabilities of any nature or kind whatsoever (collectively, "Claims") relating to or arising out of the Permit, or the use or occupation of the DAA by any User, or the failure of the Permit Holder to comply with these terms and conditions, including, without limitation, Claims for damage caused to an Anchor Buoy or other District property by the any User, and Claims arising from any damage, loss, injury or death suffered or incurred by any User within the DAA, howsoever caused.**