TOWNSHIP OF LONG BEACH

APPLICATION FOR KAYAK/CANOE STORAGE RACK

(All Information Must Be ProvidedAnd All Terms Must Be Agreed To Or No Permits Will Be Issued*)

LICENSE PERIOD:2020 Season – May 1, 2020, through October 1, 2020

NAME: _____ ("Applicant")
PRIMARY STREET ADDRESS: _____
MUNICPALITY: _____ STATE: _____ ZIPCODE: _____
LOCAL ADDRESS: _____
TELEPHONE (out of town): _____ (local): _____
EMAIL: _____ TYPE OF KAYAK/CANOE:_____
COLOR AND DESCRIPTION OF KAYAK/CANOE: _____

FEE: $200.00 (Note: Fee MUST Accompany Application) Paid: CASH: _____ CHECK: _____

TERMS OF USE: Applicant shall comply with all Township requirements relating to the rack and Township property, is responsible for securing anyproperty to the rack, and is advised to obtain sufficient insurance. Township shall have no and assumes no responsibility for the security or condition of Applicant's property. Applicant recognizes there are risks and dangers inherent in the storage on and near the rack, that such may be caused by Applicant's own actions or inactions, the actions or inactions of others, the condition of storage, and/or acts of nature, and Applicant fully accepts and assumes all such risks and all responsibility for losses, costs, and damages relating to rights provided herein. Applicant further agrees and warrants that Applicant shall take full responsibility for any damage caused by Applicant and/or Applicant's equipment and property relating to the use of the rack and Applicant's travel to and from the rack. Applicant further agrees that any recreational equipment stored in Bayview Park racks that has not been removed prior to October 14th shall be deemed abandoned and offered for public auction pursuant to N.J.S.A.40A:157(a).

RELEASE AND INDEMNIFICATION: Applicant expressly, knowingly, and, to the fullest extent permitted by law, agreesto and shallrelease,indemnify, defend, andholdharmless Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Township fromand againstany loss,damages,claims, causes of action, liabilities, obligations, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Township arising out of and/or in any mannerrelating to the use of the rack and any access to Township's property relating thereto by Applicant and Applicant's next of kin, heirs, assigns, representatives, agents, invitees, and guests. Applicant shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Township's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating thereto.

ACKNOWLEDGMENT OF TERMS: I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

_____ _____
Date Signature of Applicant

Approved by _____ Date of Issuance _____

* Racks Licenses are granted on afirst come, first serve basis; one (1) rack per applicant. Your application, upon being deemed complete, shall be ranked in order of receipt, and you will receive a call from Township to be notified of spaces as they become available.