

WBAM, LLC
DBA BAY FRONT MARINA

SUBCONTRACTOR RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release of Liability and Indemnity Agreement ("Agreement") is entered into as of the date signed below by the undersigned subcontractor ("Subcontractor") in favor of WBAM, LLC dba Bay Front Marina, located at 201 Main Street, Morro Bay, California 93442, including its owners, officers, employees, agents, tenants, and assigns (collectively, "Marina").

1. ASSUMPTION OF RISK

Subcontractor acknowledges that work performed on or around vessels, docks, piers, and the Marina property involves inherent risks, including but not limited to slips, falls, electrical hazards, equipment failure, drowning, fire, explosion, and exposure to fuels, oils, and chemicals. Subcontractor voluntarily assumes all risks, known and unknown, associated with the performance of any work or presence at the Marina or aboard any vessel at the Marina.

2. RELEASE OF LIABILITY

To the fullest extent permitted by law, Subcontractor hereby releases, waives, and discharges the Marina from any and all claims, demands, actions, damages, losses, or liabilities of any kind, whether in law or equity, arising out of or in connection with Subcontractor's work, services, or presence on the property or vessels at the Marina—including those caused by the negligence of the Marina.

3. INDEMNIFICATION

Subcontractor agrees to defend, indemnify, and hold harmless the Marina from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising from:

- (a) any injury, death, or property damage caused in whole or in part by Subcontractor or its employees, agents, or equipment;
- (b) any violation of law or regulation by Subcontractor; or
- (c) any lien, claim, or demand resulting from Subcontractor's work.

4. INSURANCE REQUIREMENTS

Subcontractor agrees to maintain, at its sole expense, appropriate general liability insurance and workers' compensation insurance covering all persons engaged in the work. Certificates of insurance naming WBAM, LLC dba Bay Front Marina as additional insured shall be provided prior to commencing any work.

5. COMPLIANCE AND SAFETY

Subcontractor shall comply with all applicable federal, state, and local laws, including OSHA and U.S. Coast Guard safety standards, and shall take all reasonable precautions to protect

persons and property from damage or injury.

6. CONDITION OF PREMISES AND VESSELS

Subcontractor acknowledges that it has had an opportunity to inspect the Marina premises and/or vessels and accepts them "AS IS" without warranty as to condition or safety.

7. NO AGENCY OR EMPLOYMENT

Subcontractor is an independent contractor, not an employee or agent of the Marina. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in San Luis Obispo County.

9. SEVERABILITY

If any portion of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

10. ACKNOWLEDGMENT

Subcontractor has read and understands this Agreement, signs it voluntarily, and intends it to be a complete and unconditional release of all liability to the fullest extent allowed by law.

Subcontractor Information

Name: _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

WBAM, LLC dba Bay Front Marina Representative (optional):

Name: _____

Signature: _____

Date: _____