



TOWN OF CAPE CARTERET KAYAK STORAGE RACK APPLICATION 2021 - 2022

PLEASE PRINT LEGIBLY

PASS # _____

APPLICATION DATE: _____ AMOUNT PAID: _____ CHK/CASH/CC

_____ HOLLY LANE PARK KAYAK STORAGE RACK

_____ BAYSHORE DRIVE KAYAK STORAGE RACK

LAST NAME

FIRST NAME

PROPERTY ADDRESS

MAILING ADDRESS

EMAIL

PHONE NUMBER

KAYAK, CANOE, PADDLEBOARD DESCRIPTION

MAKE _____ LENGTH _____

1. USE OF KAYAK STORAGE AT OWN RISK

I, the undersigned, have applied to the Town of Cape Carteret, for a permit to use the street end Kayak Storage Rack at the Holly Lane Park or the Bayshore Park Pier. In consideration of the Town issuing such permit, I hereby represent and warrant that I understand that storing and utilizing my kayak, canoe, or paddleboard has certain attendant risks and that I am always fully responsible for my own safety as well as the safety of my property and all my guests while using the Kayak Storage Rack and associated park facility. I hereby waive all claims against the Town of Cape Carteret, its officers, commissioners, employees, and agents arising out of my use of or presence upon or about the Kayak Storage Rack and associated park facility. I will save and hold the Town harmless against all claims and will indemnify the Town against all claims by myself, my family and/or by any other person who is my guest or licensee upon or about the Kayak Storage Rack or park facility property at any time.

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2. RECREATIONAL USAGE ONLY STATEMENT

I understand and acknowledge that the Town provides the Town of Cape Carteret's Kayak Storage Rack exclusively for recreational purposes.



I understand and acknowledge that using the Kayak Storage Rack for commercial purposes is expressly forbidden.

I understand and acknowledge that if the Kayak Storage Rack is used for commercial purposes, my permit will be permanently revoked and that I will be subject to fines, penalties, and costs, including, but not limited to court costs, attorney fees, filing fees and costs of enforcement.

I understand that the use of the Kayak Storage Rack and associated park facility is limited to CAPE CARTERET PROPERTY OWNERS, and I attest that I am the owner of real property within the Town of Cape Carteret.

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3. **FAILURE TO DISPLAY RACK DECAL**

I understand and acknowledge that I will be subject to a **\$50.00 fine** for Failure to display a current annual pass on my kayak, paddleboard, or canoe.

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USAGE TERM

4. I understand that the term of the Kayak Storage Rack pass is for one year, not pro-rated. If I choose to remove my kayak, canoe, or paddleboard from the Kayak Storage Rack prior to the years end, a refund will not be issued for the remaining time of the rental agreement. I understand that it is my responsibility to store my kayak or canoe upside down and firmly secure my kayak, canoe, or paddleboard to the rack. I further understand that it is my responsibility to display the rental decal on my kayak, canoe, or paddleboard while it is in storage at the Kayak Storage Rack as to not incur a fine for failure to display a current annual pass.

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5. **NAMED STORMS**

I understand that when a named tropical system approaches our area, I will be responsible for temporarily removing my kayak, canoe, or paddleboard from the rack and storing them securely at my home or other safe place prior to the storm event. I understand that any damage incurred by my kayak, canoe, or paddleboard while stored at the Kayak Storage Rack is solely my responsibility. Further, I understand that the Town of Cape Carteret reserves the right to remove my kayak, paddleboard, or canoe from the storage rack and that I will be charged a penalty of \$50 for failing to remove my kayak, paddleboard, or canoe prior to a storm event. I hold harmless the Town and its agents and assigns from any claim relating to damage or destruction of my kayak, paddleboard, or canoe as well as any locks or securing devices attached thereto that arises as a result of the Town's removal of said property in advance of a storm event.

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6. SECURING MY PERSONAL PROPERTY

I understand that it is my responsibility to properly secure my kayak, paddleboard, or canoe to the Kayak Storage Rack and that the Town of Cape Carteret shall in no way be responsible for any loss, damage, or theft that occurs as a result of my failure to properly secure my property to the storage rack.

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Applicant's Signature

Date