



CRANE USER'S RELEASE INDEMNIFICATION AGREEMENT (With Crane Key Check-Out and Check-In Record)

The undersigned person (hereinafter "Crane User"), in order to obtain access to one of the City of Craig's dock cranes, hereby agrees as follows:

- (1) Crane User is of sound mind, above the age of majority, and has full legal authority to sign this document.
- (2) Crane User will be using the crane as an employee or principal of a business entity (corporation, partnership, sole proprietorship), then Crane User here indicates the name and address of that business entity, and confirms that he/she has full authority to bind that business entity to this release and indemnification agreement

- (3) Crane User (and the business entity, if any, which Crane User represents) hereby releases the City of Craig and its officers and employees from any and all claims which may arise from use of the City's crane while the crane key is checked out to the undersigned Crane User.
- (4) Crane User (and the business entity, if any, which Crane User represents) hereby agrees to indemnify, defend and hold harmless to the maximum extent allowed by Alaska law, expressly including all reasonable attorney fees and costs incurred in the City's defense, the City of Craig, its officers and employees from and against all manner of actions, causes of action, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against the City, its officers or employees, as a result of or in connection with Crane User's use of the City's crane. This indemnification expressly includes without limitation, any claims brought by the Crane User, the Crane User's family or heirs, the business entity (if any) which the Crane User represents, and all other third parties.
- (5) Crane User understands and agrees that he/she must not allow any other person to operate the crane. Crane User further agrees and understands that the indemnification given herein requires Crane User to indemnify and defend the City from and against any claims arising from the use of the crane by any other person while the Crane User has the crane key checked out from the City of Craig.
- (6) Crane User promises not to attempt to use the City Dock crane to lift any weight which exceeds 3,700 pounds; and the Crane User hereby certifies that he/she has been informed of the crane lifting limits, and has read and understands the Crane Safety Precautions and Crane Operating Instructions provided by the City, a copy of which is attached hereto and made a part hereof and a copy of which has been provided to the Crane User.
- (7) Crane User promises not to attempt to use the crane at the False Island Dock to lift any weight exceeding 8,000 pounds without advising the harbormaster in advance; and Crane

User hereby certifies that he/she has been informed of the crane lifting limits, and has read and understands the Crane Safety Precautions and Crane Operating Instructions provided by the City, a copy of which is attached hereto and made a part hereof and a copy of which has been provided to the Crane User.

I, as Crane User, hereby affirm I have read and understand the foregoing; and by my signature, indicate my agreement to this release and indemnification.

Date

Crane User (Signature)

CRANE KEY CHECK-OUT

Time: _____

Date: _____

Crane: _____ City Dock _____ False Island Dock

City Harbormaster (Signature)

CRANE KEY CHECK-IN

Time: _____

Date: _____

Crane: _____ City Dock _____ False Island Dock

City Harbormaster (Signature)

CRANE SAFETY INSTRUCTIONS

1. Crane shall be operated only by individuals who have read and signed the Crane User’s Release and Indemnification Agreement and have read the Crane Safety Precautions and Crane Operating Instructions
2. Crane shall not be used to lift loads that exceed 3,700 pounds (City Dock) or 8,000 pounds (False Island Dock).
3. Crane shall not be used to lift personnel.
4. Crane shall not be used if any of the rigging is damaged in any way. Report any and all damage to any portion of the Crane to the Harbormaster immediately.
5. Crane Operator shall not swing loads over the heads of other personnel.

CRANE OPERATING INSTRUCTIONS

Operator shall always operate crane in accordance with the following rules:

1. Operator shall first check weight of the load to ensure that it does not exceed 3,700 pounds (City Dock Crane) or 8,000 pounds (False Island Dock Crane).
2. When operating a control handle, ease the control, thereby starting or stopping crane functions as smoothly as possible.
3. When first lifting a load, take up slack on the load using the winch, then lift the load slightly with the boom up control. If the load raises with the boom up control, then it is not too heavy for the crane at that distance from the center of rotation.
4. When crane work is completed:
 - a. Lower boom to full down position to protect the cylinder rams from any possible damage.
 - b. Position crane where it will be out of the way of other dock equipment or activities.
 - c. Clear the area and return the key to the City as quickly as possible to allow others the opportunity to use the crane.

Note: The Harbormaster is empowered to revoke access to and use of the crane at any time by anyone who abuses the crane or its operating privileges in any way.



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Crane User (Signature)

CRANE KEY CHECK-OUT

Time:_____

Date:_____

Crane: _____ City Dock _____ False Island Dock

City Harbormaster (Signature)

CRANE KEY CHECK-IN

Time:_____

Date:_____

Crane: _____ City Dock _____ False Island Dock

City Harbormaster (Signature)

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