

Seabin Use Agreement

In consideration for permission to use the University of Florida's SeabinV5 ("Equipment"), provided by the Institute of Food and Agricultural Sciences Florida Sea Grant, I do hereby release, hold harmless, indemnify, waive and discharge the University of Florida Board of Trustees and all its officers, agents, and employees ("Releasees") from and against any and all claims, demands, actions or causes of action arising from any injuries or damages I may suffer or sustain through my use of the Equipment.

Furthermore, in full recognition and appreciation of the potential dangers and hazards inherent in using or operating the Equipment, I do hereby agree to assume all the risks and responsibilities surrounding the use of the Equipment.

Equipment Knowledge:

I understand that it is my responsibility to install and maintain the Equipment while in my possession which includes the following:

- I agree to purchase the needed supplies and install the Equipment in at least 52" of water (at low tide) and close to an electrical outlet. Supplies needed for installation include 6 ea. ½" x 3½" stainless steel lag bolts (18-8), 12 ea. ½" stainless steel washers (18-8), Shore power plug, 12-3 gauge electrical wire (if needed).
- I agree to install at least one Seabin sign (provided by Florida Sea Grant) close to the Equipment.
- I agree to keep the Equipment plugged in and on except while emptying/cleaning or in case of hurricanes (in which case I agree to have marina staff remove and store the unit inside a building).
- I have watched the video, "How to install a Seabin": <https://youtu.be/O-LyXX4qSus>
- I agree to have marina staff (or volunteers) weigh and empty the Equipment catch-bag daily.
- I agree that contents of the Equipment will be disposed of properly.
- I have watched the video, "Daily emptying of the Seabin": <https://youtu.be/DCC6NOkymkM>
- I agree to submit Equipment data either online, through the Data Trapper app, or as paper data sheets emailed to mpmcg@ufl.edu. (see: "Entering data in the Data Trapper app": https://youtu.be/_grtoFROfKo)
- I agree to allow Florida Sea Grant agents or volunteers to empty and analyze the contents of the Equipment periodically.
- I agree to have marina staff remove the Equipment from the water monthly and scrub/pressure wash as needed.

_____ (Initials)

Responsibility:

I have thoroughly inspected the Equipment and agree the Equipment being checked out to me is in good condition. I accept full responsibility for care and use of the Equipment. I understand I am responsible for performing required maintenance and submitting data as outlined above. I understand that failure to do so may result in termination of this Agreement and relinquishment of the Equipment to Florida Sea

Grant. I understand that this Agreement must be renewed annually for continued use. I also agree to inform Florida Sea Grant if an alternate person will assume responsibility for the Equipment and acknowledge that any alternate person must execute a Seabin Use Agreement before use.

_____ (Initials)

Liability:

I understand there are risks associated with the installation and use of this Equipment. I freely and voluntarily assume those risks, including the risk of serious injury or death. I agree to indemnify and to hold the Releasees harmless from and against any and all claims of any nature whatsoever, including, but not limited to, personal injury or death and property damage arising under this Agreement.

_____ (Initials)

Signature

Date

Print Name

Title

Email address

Phone Number

Marina Name

Official Use Only

Seabin inventory #:

Seabin Delivery date:

Delivered by:

Delivery acknowledged by: