



P.O. Box 7073
Amagansett, NY 11930

Trustees
of the Freeholders and Commonalty of the
Town of East Hampton

631-267-8688
trustees@ehamptonny.gov
www.ehtrustees.com

**2025 East Hampton Town Trustees Pump-out Boat Information Form and Waiver and
Release of Liability Agreement**

****Indicates required answer.***

*Owner's Name(s): _____ *Authorized Agent/Responsible Party Name: _____

Ownership Type(s): _____ Private _____ Commercial _____ Lease/Rental/Charter

*Mailing / Billing Address (Print): _____

*Home Phone: _____ *Cell Phone: _____ *Email Address: _____

*Driver's License: _____ *Boat Registration #: _____ *Make/ Model/ Year: _____

Boat Name: _____ Waste Tank Size: _____ Date of Last Pump-out: _____

*Overall Length: _____ Beam: _____ Draft: _____ Motor Type: _____

In an effort to keep the waterways of the Town of East Hampton free from vessel waste, the Trustees and Freeholders of the Commonalty of the Town of East Hampton ("the Trustees") offer this complimentary wastewater pump-out service to boaters in Lake Montauk and Three Mile Harbor. The use of this complimentary service shall in no way create a contractual relationship or create any other obligation or responsibility whatsoever between the Trustees and the Vessel Owner, Lessee, Captain, and/or other Authorized Agent ("Responsible Party").

By execution of this Waiver and Release of Liability, the Responsible Party hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless the Trustees for any and all liability of any nature for any and all damages to the vessel or personal property, or personal injury, damage, loss, or death, to all persons, including all owners, lessees, guests, invitees, mates, captains, staff, and all third parties, which may arise out of the use of the Trustees' complimentary pump-out services, including, but not limited to, all claims, demands, debts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and of every nature, whether known or unknown, in law or in equity, that the Responsible Party has or may have, arising out of or in any way related to the use of the Trustees' pump-out boat services. The Responsible Party herein assumes the risk and takes full responsibility for all claims of personal injury or death, or any damage to the vessel or other personal property associated with the vessel by use of the Trustees' pump-out boat services, even in the event of negligence or fault by the Trustees or its employees or agents, whether such negligence is present at the signing of this Release, or takes place at the time of incident, or any time in the future.

The Responsible Party of the vessel identified herein here by expressly represents that the vessel maintains current and adequate insurance to cover any and all damages to the vessel, and any loss, injury, death, or other claim that may arise out of the use of the Trustees' pump-out boat operations. The Responsible Party expressly represents that he/she is eighteen (18) years or older and understands the nature of this document and the legal consequences of signing this Waiver and Release of Liability.

Name of Responsible Party (PRINT CLEARLY): _____

Relationship to Vessel: _____

Signature: _____

Date: _____