



# City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

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## COVERED OPERATOR CRANE AGREEMENT AND INDEMNIFICATION

This Agreement is entered into by and between the City of Homer, Alaska ("City") and ("Covered Operator")

Name: \_\_\_\_\_ ID/Driver's License #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

P.O. Box or Street Address

City

State

Zip

Employer: \_\_\_\_\_

Covered Operator shall not use City-owned cranes prior to the Effective Date of this Agreement.

### Covered Operator Warranties

In exchange for permission to use City-owned cranes, Covered Operator hereby agrees and warrants that:

- A. Covered Operator has successfully completed: (1) the City of Homer authorized Hard Hat online training course at <https://hardhattraining.com/safety-training/pedestal-crane-online-training/>. The course is titled: Pedestal Crane Training – Online Safety Training and Certification. The \$79.00 charge for training is NOT the responsibility of the City of Homer; (2) a proficiency training session with the Fish Dock cranes administered by the City's Fish Dock personnel. When training is complete, City of Homer personnel will issue a Crane Operator Card (paper) for the Operator that is valid for three years from the date of issue. After expiration, operator shall complete the in-person proficiency again and complete a new Agreement. City will not be responsible for reminding operators of impending expiration.
- B. Covered Operators shall comply with all federal, state, and local laws related to the operation and use of any City-owned crane.
- C. Covered Operator shall have their personal Crane Operator Card (paper) in his or her possession at all times when operating any City-owned crane.
- D. Covered Operator shall immediately report to port and harbor personnel any accident involving crane use or any malfunction or problem with a City-owned crane. Any report must be received by port and harbor personnel within one (1) hour from accident or Covered Operator's knowledge of any malfunction or problem with City-owned cranes. In the event of serious bodily injury, user shall first call 9-1-1 and then report the accident to Port and Harbor Personnel.

- E. Covered Operator understands that the City does not guarantee the availability of any City-owned Crane at any time. City-owned Cranes may be unavailable due to City use or service without notice to Permit Holder or a Covered Operator.
- F. Covered Operator understands that City-owned cranes cannot be reserved and are available only on a first come first serve basis. However, the use of City-owned cranes on the Fish Dock to offload fish shall be given priority over other uses.
- G. Covered Operator shall use the utmost care when operating City-owned cranes. Covered operator shall not operate any City-owned crane recklessly or while impaired. The harbormaster or his/her designee has full discretion to determine when Covered Operator or any user of a City-owned crane is operating the crane recklessly or impaired. Impairment may include but is not limited to operating the crane while under the influence of alcohol or a controlled substance or operating a crane when suffering from extreme fatigue. If the Harbormaster determines that Covered Operator is unfit to operate any City-owned crane, the Harbormaster or his designee has full authority to order Covered Operator to immediately cease crane operations. Harbormaster may also prohibit Covered Operator from operating any City-owned crane in the future. The City shall notify Permit Holder of Covered Operator's operation restrictions and prohibitions under this section within 24 hours of the harbormaster or his designee's determination.

#### Covered Operator Release of Liability and Indemnification

Covered Operator, who has access to cranes owned by the City of Homer, Alaska ("City") hereby acknowledges that operation and use of cranes owned by the City may be dangerous and even life-threatening if used incorrectly. Covered Operator further acknowledges that the City has required training related to the operation and use of the City-owned cranes, which identify risks associated with operating the cranes.

Covered Operator, on its behalf and on behalf of all its heirs, beneficiaries, executors, successors, assigns, and other entities or individuals claiming through it or affiliated with it (hereafter collectively referred to as "Covered Operator"), hereby covenants and agrees to release, indemnify, and hold harmless the City, its employees, volunteers, officials, agents, officers, departments, boards, commissions, or other bodies (hereafter collectively referred to as the "City") from and for any and all demands, claims, actions, suits or causes of action, whether known or unknown, arising from any and all loss, damage, and/or mental or physical injury (including, but not limited to injuries leading to death and death itself) to any property or any person which is caused by or related to the operation or use of a City-owned crane by Covered Operator.

Covered Operator also warrants that injuries, death or damage stemming from not only the inherent risk of the operation of heavy equipment, like cranes, but also equipment malfunction or misuse, human error, ignoring a known hazard, and a defect in the property, including, but not limited to, the cranes or the dock on which the cranes are located, are all within the scope of this Release and Indemnification and Covered Operator or individual through Covered Operator or on his or her behalf is barred from bringing any and all present or future demands, suits, claims or causes of action arising from the City's conduct, including demands, suits, claims or causes of action arising from the City's negligence and Covered Operator is obligated to indemnify and hold harmless the City for any such claims brought against the City that arise from the operation or use of a City-owned crane by Covered Operator. The above list of potential causes of injury, death or loss is intended only to provide an example of the broad scope of this Release and Indemnification and is in no way intended to limit the Release to the named causes as this Release and Indemnification is intended to apply to any and all causes of liability.

Covered Operator is familiar with the decision of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969) and it is still the undersigned's true intent and desire to fully release all of the entities and persons described above collectively as the City even though all of such entities and persons are not specifically named herein. Covered Operator further acknowledges familiarity with the decision of the Alaska Supreme Court in *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978) and intends this release to discharge the City from any liability for damages or

losses subsequently discovered or incurred or for damages or losses that are different in extent, degree, or kind than those now alleged, known, anticipated, or expected.

This Release and Indemnification has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be interpreted without consideration to or weight given to its being drafted by any party or its counsel and interpreted according to its fair meaning and intent and not for or against either party.

This Release and Indemnification shall be governed by the laws of the State of Alaska.

COVERED OPERATOR:

By:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

CITY OF HOMER, ALASKA:

By:\_\_\_\_\_

Date:\_\_\_\_\_

**Office Use**

Online Training Completion Date (Write in date of original training if renewing):\_\_\_\_\_

Permit Expiration Date (*3 years from date of proficiency test, below*):\_\_\_\_\_

**Ice Plant Operator Use**

Proficiency Test Completion Date:\_\_\_\_\_ Test conducted by:\_\_\_\_\_