

Rosinante VI Boat Passenger Liability Waiver and Release

Please Carefully Read This Document. All passengers on the Rosinante VI River Cruises must read and submit this signed agreement electronically before being admitted onto the Vessel. You understand this Waiver and Release will continue in full force and effect and shall apply to all current and future Rosinante VI services, events, and cruises until specifically revoked by you in writing to Rosinante VI.

1. I, the undersigned, understand that boating has significant, inherent and potentially unforeseen risks. I understand that by signing, I exempt and release Rosinante VI, LLC and Towne Properties, Ltd. and any and all of their respective owners, members, employees, agents, volunteers, officers, personnel, representatives, affiliates, successors and assigns, and their vessels, crew, and insurers (referred to hereafter individually and collectively as "**Rosinante VI**") and hold these entities harmless from any and all liabilities arising as a consequence of any acts or omissions on their part, including but not limited to negligence of any type. I, on behalf of myself, spouse (if any), children (if any), heirs, executors, administrators, and representatives, hereby fully and unconditionally release, waive, forever discharge and agree not to sue Rosinante VI for, any and all liabilities, rights, claims, demands, lawsuits, actions, responsibilities, obligations, duties, disputes, and damages of any kind or nature, whether known or unknown, arising out of or related to my entry upon and use of any and all yachts, boats, vessels or other property owned or under the control of Rosinante VI ("Vessel") and/or arising out of or related to any participation in any and all charter event(s) of Rosinante VI and other services of Rosinante VI, whether relating to or occurring prior to, during, or after boarding, using or entering upon any Vessel owned or under the control of Rosinante VI or whether relating to or occurring prior to, during or after participating in any charter event or using any other service of Rosinante VI. Furthermore I agree not to assert any claim or action against Rosinante VI on account of, arising out of or in connection with any and all personal injuries, including but not limited to serious bodily harm or death, on account of, arising out of or in connection with any losses or damages to me or my property, that arise out of or are related to my entry upon and use of any Vessel owned or under the control of Rosinante VI and/or arising out of or related to my participation in the charter event(s) or use of any other Rosinante VI services. I hereby assume all risks of injury, amputation, drowning, death, loss or damage to my person or property related to any of the foregoing.

2. I assert that I am physically fit and healthy enough to engage in charter activities and events, to ride on a Vessel, and to be underway at sea. I agree I will not hold Rosinante VI responsible if I am injured or suffer a medical event as a result of a pre-existing condition during the trip, voyage, or event. I understand and acknowledge I am not a seaman pursuant to the Jones Act or applicable law and that I am not entitled to benefits reserved for such individuals. I understand the Vessel has limited medical facilities and that in the event of a medical emergency care must be summoned by radio and treatment may be delayed pending transport. Rosinante VI has made no representations to me, implied or otherwise, that they or the crew can or will perform safe rescues or render first aid. In the event I ask for or require first aid or assistance I will not hold Rosinante VI responsible for their actions in attempting the performance of rescue or first aid.

3. I fully understand that all charter event(s) carry inherent risks such as equipment failure, perils of the sea, motion sickness, falling due to motion, harm caused by marine creatures (including bites and abrasions), acts of fellow participants, entering and exiting the water, boarding or disembarking a Vessel, and dock activities and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss and/or death. I HEREBY ASSUME ALL SUCH RISKS. I understand I have a duty to exercise reasonable care for my own safety and I agree to do so. I agree that I am personally responsible for my safety and actions boarding and while aboard the Vessel. I agree to comply with all policies and

rules, including but not limited to all policies, guidelines, signage, and captain and crew instructions. I acknowledge that removing my flotation device while underway is not consistent with best marine safety practices, and I expressly assume that risk.

4. I agree to indemnify, defend, and hold harmless Rosinante VI from and against any and all claims, damages, causes of action, judgments, costs or expenses, including attorney's fees, which in any way arise from my entry or disembarkment and activities (whether authorized or unauthorized) upon and use of any Vessel owned or under the control of Rosinante VI and/or arising out of or related to any participation in any and all charter event(s) of Rosinante VI and other services of Rosinante VI.

5. By signing below I acknowledge and represent that (1) I have read all of the foregoing, understand the foregoing, and sign voluntarily as my own free act and deed; (2) I am sufficiently informed about the risks involved so that I can make an informed decision to sign or not sign this document; (3) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; (4) I am at least eighteen (18) years of age and fully and legally competent; and (5) I execute this document for full, adequate, and complete consideration fully intending to be bound by the same with the intention of giving up my right to sue Rosinante VI and understand this is a complete release of liability and a legally binding contract. I agree that this Liability Waiver and Release shall be governed by and construed in accordance with Ohio law and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement as a whole.

6. PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old). By signing below as the parent and/or guardian of the listed minor child or ward, I certify that I am in fact acting in such capacity, that I consent to my child or ward's participation in any and all Rosinante VI charter events, and that this Liability Waiver and Release is fully binding upon the minor or ward and myself, all heirs, assigns, and next of kin. On their behalf, I release, agree to indemnify and hold harmless Rosinante VI as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Print Name of Participant: _____

Date of cruise: _____

Telephone: _____

Address: _____

Emergency Contact Name, Relationship, and Number: _____

Signature (If 18 or older): _____ Date _____

Signature of Parent or Guardian of minor

Date

Print Name of Parent or Guardian