Liability Waiver

Please fill out one form per adult, scan and return to cruise@NapaValleyWineYacht.com or print and bring with you on the day of departure.

Agreement to waive and release all claims & publicity release

I, the undersigned have agreed to become a participant in a vessel charter on the Napa River, conducted by Kiwi Cat Charters, LLC DBA Napa Valley Wine Yacht (the "Company"). I make this Agreement to Waive and Release All Claims and Publicity Release (this "Agreement") in consideration for being permitted to participate in the vessel charter.

On behalf of myself, my heirs, executors and assigns, I waive and release any and all claims for damages, death, personal injury or loss of or damage to property or other economic damages against the Company and its respective members, officers, directors, employees, contractors, volunteers and representatives (collectively referred to as the "Released Parties"), including those resulting from the negligence or failure to exercise due care on behalf of any Release Party, which I have now or may have in the future arising out of or in connection with my agreement to participate in or my participation in the vessel charter and my travel to and from the vessel charter (including any cancellation or early termination thereof). Furthermore, I agree not to sue the Released Parties on account of any such claim and I agree to indemnify and hold harmless the Released Parties against any such claim (including reasonable attorney's fees).

I fully acknowledge that:

- I am aware of the risks of boarding and stepping off sailing and powered vessels at the dock.
- I am aware of the risks of being on board a powered vessel while it is underway
- Serious accidents occasionally occur which can result in bodily injury or death.
- Serious accidents may occur in travel to and from the vessel charter location.
- I consent to emergency care as necessary to preserve well-being, life or limb.
- I will abide by all instructions given by vessel charter Captain, master, crew and all personnel. I will follow all safety rules and regulations of the vessel and all regulatory agencies, including the United States Coast Guard.
- I am aware that my participation in the vessel charter is completely voluntary and is at my own risk.
- I agree that my entering this Agreement and agreeing to participate by signing below in the Bessel charter, I give up any and all rights I may have or may acquire in the future to file a claim or complaint of any kind against the Released Parties. I therefore specifically and freely waive any and all rights I may have or may acquire in the future under California Civil Code section 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

- In addition, I hereby agree that the Company and its designees may use my name, photograph or likeness for promotional, advertising, and/or publicity purposes in any and all media now or hereafter known (including the right to post any such content on the Company's Website or social media sites) without further compensation or notification.
- I hereby agree that the Company may send me via email a newsletter with promotions and information about the Company. I understand that I may opt-out of this at any time.
- I HEREBY AFFIRM THAT I AM EIGHTEEN(18) YEARS OF AGE OR OLDER AND THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. I AM FULLY AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSLEF AND ANY MINORS ON WHOSE BEHALF I AM SIGNING, ON THE ONE HAND AND THE COMPANY ON THE OTHER, AND I SIGN IT OF MY OWN FREE WILL.
- I further understand that a parent, guardian or representative must accompany any minor participant in the vessel charter and execute this Agreement on his or her behalf. I HEREBY MAE THIS AGREEMENT FOR THE MINOR(S) NAMED BELOW AND STATE THAT I HAVE THE LEGAL CAPACITY AND AUTHORITY TO ACT ON HIS/HER/THEIR BEHAF. I agree that all of the terms of this Agreement shall apply to any claims relating to the participation of the minor in the vessel charter and that I shall indemnify and hold the Released Parties harmless if for any reason it is determined that I do not have the right to bind such minors to this Agreement. I ALSO CONSENT TO THE PROVISION OF EMERGENCY CARE TO THE MINOR(S) AS NECESSARY TO PRESERVE THE WELL BEING, LIFE OR LIMB OF THE MINOR(S).

Name

Date of Charter

Email

☐ I understand this is a drug-free vessel and I will not carry on board, or use on board, any illegal substance or narcotic. I further understand no smoking or vaping is allowed on board.

Signature

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