

BARBARY GHOST LLC

WAIVER OF LIABILITY

Risks of Boating

I acknowledge that I am voluntarily engaging in boating activities on the San Francisco Bay and its connected waterways with Barbary Ghost LLC, which includes, but is not limited to sightseeing, touring, and dining while cruising aboard the motor vessel "Barbary Ghost". I am participating in this recreational activity with full knowledge of the hazards involved, including, but not limited to sprains, broken bones, and injuries of all types whatever the cause, and death caused by hypothermia, drowning, or any other cause. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I further understand that animals may be on board during my voyage and that the presence of animals may increase the risk of injury. I agree to voluntarily assume responsibility for these risks.

Customer's Health & Agreement to Follow Instructions

I certify that I am fully capable of participating in boating activities. I also acknowledge that it is hazardous to participate in boating activities if I have any sensitive health conditions or physical limitations. I agree to follow all safety instructions which are provided to me or announced to me by the Captain or crew, including wearing a life jacket.

Release & Waiver

In consideration of my being allowed to participate in boating activities operated and conducted by Barbary Ghost LLC, I hereby RELEASE and WAIVE (and my heirs, legal representatives and assigns release and waive) any and all claims that I may have now or in the future against Barbary Ghost LLC, and any of its affiliates, agents, employees, officers, directors or volunteers, including Andrew Testwuide (collectively "Barbary Ghost LLC"). I specifically release Barbary Ghost LLC from such claims, including all claims for damages to property or injury or death to persons or animals caused by the negligence of Barbary Ghost LLC arising out of my participation in the boating activities. I AGREE NOT TO SUE and I agree that my heirs, legal representatives and assigns will not sue Barbary Ghost LLC for any injuries or damages resulting from my participation in the boating activities, whether or not such injury, loss or damage results from the aforementioned parties' negligence or from any other cause. I agree to indemnify and hold Barbary Ghost LLC harmless from any and all claims arising out of any act or omission of Barbary Ghost LLC, including negligence. I further agree to indemnify and hold Barbary Ghost LLC harmless from any and all claims arising during the boating activities that are caused, or contributed to by my consumption of alcohol, or my furnishing alcohol to any other participant in the boating activities.

Assumption of Risk

I agree to assume the risk with respect to any personal injury, death or damage to property (including animals) that may occur during my participation in this voyage. I also agree to assume all responsibility for all costs and medical expenses that I may incur resulting from my participation in this voyage.

Minors

If I am the person engaging in boating activities and am **under the age of 18**, the person executing this waiver of liability on my behalf represents and warrants that he/she is the parent or guardian of me, and that he/she is executing this waiver of liability on my behalf. Such person executing this agreement agrees that they are risking the aforementioned parties' negligence and if the underage person suffers any injury, including death, Barbary Ghost LLC will not be legally responsible for any such injury.

Knowing & Voluntary Signature

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I am aware that I am signing this waiver of liability on my own free will.

PLEASE SIGN ON REVERSE SIDE

**BARBARY GHOST LLC
WAIVER OF LIABILITY**

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME SIGNATURE

PASSENGERS UNDER 18 REQUIRE PARENT/GUARDIAN'S SIGNATURE BELOW

CUSTOMER NAME _____ DATE _____
PRINT NAME OF MINOR PARENT/GUARDIAN'S SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME OF MINOR PARENT/GUARDIAN'S SIGNATURE

CUSTOMER NAME _____ DATE _____
PRINT NAME OF MINOR PARENT/GUARDIAN'S SIGNATURE