

PARTICIPANT WAIVER & RELEASE AGREEMENT

I _____, will be participating in/attending a **Cleveland Boat Cruise LLC** boat ride on **(date)** _____ (the "Excursion"). In consideration for allowing me to participate in or attend the Excursion, I understand and agree to the following:

For purposes of this Waiver and Release Agreement, the "Released Parties" shall mean Cleveland Boat Cruise LLC, (including Captain Raymond J. Dorazewski Jr), and any individual property owners or property managers of the Excursion.

IN CONSIDERATION FOR ALLOWING ME TO PARTICIPATE IN/ATTEND THE EXCURSION, I HEREBY AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS, RELEASE, AND DISCHARGE THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, INCLUDING CLAIMS FOR LOST WAGES, ATTORNEYS' FEES, COSTS, EXPENSES, ECONOMIC OR PHYSICAL INJURIES, LOSS OF BUSINESS OPPORTUNITIES, EMBARRASSMENT, MENTAL ANGUISH, LOSS OF CONSORTIUM, OR LOSS OF EMPLOYMENT, ARISING OUT OF, CAUSED BY, OR RELATED IN ANY WAY TO THE EXCURSION, NO MATTER WHAT THE CAUSE OR NATURE. I FURTHER WAIVE ANY CLAIMS THAT I, OR ANY OF MY DEPENDENTS MAY HAVE, STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES IN ASSOCIATION WITH THE EXCURSION AND ANY OF THE ACTIVITIES ASSOCIATED WITH THE EXCURSION, EVEN IF CAUSED BY OR RELATED TO THE ALLEGED NEGLIGENCE OF ANY RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF OR RELATED IN ANY WAY TO MY PARTICIPATION IN THE EXCURSION. MY PARTICIPATION IS VOLUNTARY AND OF MY OWN CHOICE.

I warrant that I am in good health and have no physical condition that would prevent me from participating in the Excursion. I fully understand the dangers and risks associated with the Excursion and that no amount of care, caution or expertise can eliminate such dangers. I acknowledge that Released Parties make no representations or warranties, implied or otherwise, about Excursion safety.

I hereby consent to and authorize the use, by the Released Parties, of any and all video, photographs, likenesses, or other audio visual or visual works the Released Parties may take or create of me (collectively, the "Works"), and of any reproductions of them, for any purpose, including, but not limited to, in connection with marketing videos, promotional materials, social media, digital streaming, publications, displays and exhibitions use in promotion, advertising and trade, without any further compensation to me. I hereby acknowledge that Cleveland Boat Cruise LLC shall be the exclusive owner of the copyright in all such Works, and Cleveland Boat Cruise LLC shall therefore have the exclusive right to reproduce the Works in copies, whole, or in part, and in any manner without restriction as to changes or alternations, in connection with the development, production, distribution, exploitation, advertisement, or promotion of the Works, and/or any other production, in any form of distribution to the public, including but not limited to, use on the worldwide web, social media, and digital promotions, in advertisements and promotions for any such uses, worldwide at any time in any and all media now known and hereafter devised.

I certify I am over the age of 18 and am legally competent to sign this Waiver and Release Agreement, and I understand that the representations contained in Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Waiver and Release Agreement and I have signed this document of my own free act.

Printed Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____