

BAY ROCKET RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

IN CONSIDERATION of being allowed to participate in the events, activities and tours provided by YACHT STARSHIP DINING CRUISES, L.L.C. on the Bay Rocket (the "Vessel")", for myself and any minor children for whom I am parent or legal guardian, and for my/our heirs, family members, personal representatives, or assigns, I agree to all terms and conditions set forth in this instrument (the "Release"):

ACKNOWLEDGEMENT OF RISKS

I agree and understand that taking part in this activity/tour can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. I acknowledge that this activity/tour is inherently dangerous and fully realize the dangers and risks of participating in this activity/tour. I fully acknowledge that some, but not all of the inherent risks of participating in this activity/tour to which I am about to engage may include (1) wakes from other vessels, rogue waves, large waves and choppy seas which may result in a rough or bouncy ride and potential 180 degree spins; (2) wind shear, inclement weather, lightning, extreme winds, weather and temperature; (3) collision or allision with other vessels, watercraft and other manmade and natural objects, capsizing, sinking or other hazard which results in wetness, neck, back or other physical injury, exposure to the elements, hypothermia, impart of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of insects and marine life forms; (5) equipment failure or operator error; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration, (7) fatigue, mental distress, chill and/or dizziness which may diminish my/our reaction time increase the risk of an accident. I specifically acknowledge I am physically/mentally able to participate in the activity/tour I am about to engage.

EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY

I hereby agree to assume responsibility for all the inherent risks of participating in this activity/tour, whether identified above or not. My/our participation in this activity/tour is purely voluntary. I assume full responsibility for myself and my minor children for whom I am parent or legal guardian, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I/we participate in the activity/tour.

RELEASE

I hereby expressly release, waive and forever discharge any and all claims, now known or hereafter known, against YACHT STARSHIP DINING CRUISES, L.L.C., the City of Tampa and/or the Tampa Convention Center, and their respective principals, directors, officers, managers, members, agents, subsidiaries, affiliated and related companies, employees and volunteers, their insurers, (the "RELEASEES"), on account of injury, disability, death, or property damage arising out of, or in any way connected with, my participation in the activity/tour, **whether caused by the negligence of the RELEASEES or otherwise, including negligent rescue operations.**

COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I will not make any claim against the RELEASEES for injury, damage, death, or any other loss arising from or in any way connected with my participation in the activity/tour. I understand that if I attempt to sue Releasees in violation of this Release, the **RELEASEES may seek to recover all of their costs, including legal fees.** I agree to **indemnify, hold harmless, and defend RELEASEES** from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury, including those injuries in relation to the aggravation of a pre-existing condition, personal injuries, and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the activity/tour.

ACKNOWLEDGEMENT THAT SEAT BELT IS REQUIRED & PFD IS PROVIDED

I understand and acknowledge that a seat belt is required to be worn and tightly fastened around my waist at all times while participating in the activity/tour, and I, for myself and/or on behalf of any minor children for whom I am parent or legal guardian, agree to wear a seatbelt at all times while participating in the activity/tour. Notwithstanding the foregoing, I understand and agree that a seat belt IS IN NO WAY A GUARANTEE OF SAFETY and that no seat belt can protect the wearer against all foreseeable impacts to the head or body, and that participation in the activity/tour can expose me to forces that exceed the limits of protection provided by a seat belt. I also understand that a seat belt does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the ACTIVITY. I understand and acknowledge that YACHT STARSHIP DINING CRUISES, L.L.C. will make available to me and any minor(s) accompanying me a personal flotation device ("PFD") which I/we acknowledge that I/we may wear on a discretionary basis while participating in the activity/tour, or when otherwise instructed to do so. I understand, acknowledge and agree that failure to abide by this paragraph is at my/our own risk.

MEDICAL CONDITIONS

I agree to disclose any pre-existing medical or other condition, including pregnancy, that may cause myself or any other person to suffer injury, or aggravate a pre-existing medical condition while participating in the activity/tour. I acknowledge that YACHT STARSHIP DINING CRUISES, L.L.C. and all other RELEASEES rely on the information I provide in allowing me to participate in the activity/tour, and I guarantee and promise that all such

information I provide is accurate and complete. **I UNDERSTAND AND ACKNOWLEDGE THAT PEOPLE WITH PRE-EXISTING NECK AND BACK INJURIES/CONDITIONS AND THAT PREGNANT WOMEN ARE PROHIBITED FROM PARTICIPATING IN THE ACTIVITY/TOUR.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

ENTIRE AGREEMENT. This Release constitutes the sole and entire agreement of YACHT STARSHIP DINING CRUISES, L.L.C. and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

BINDING AGREEMENT. This Release is intended to be binding on me, my family, my heirs, my estate, my legal representatives, and my assigns.

GOVERNING LAW AND JURISDICTION. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the general maritime law of the United States or the laws of the State of Florida if maritime law is not applicable. Any claim or cause of action relating to or arising out of this Agreement against or with respect to YACHT STARSHIP DINING CRUISES, L.L.C. or any of RELEASEES shall be commenced exclusively in and before a state or federal court located in Hillsborough County, Florida, U.S.A. to the exclusion of the courts of another state, territory, or country, and I hereby consent to the exclusive jurisdiction of such courts.

WAIVER OF JURY TRIAL. I IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS RELEASE.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE. **I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

Printed Name of Participant

Signature of Participant

Date

Date of Birth

Printed Name of Participant

Signature of Participant

Date

Date of Birth

PARENTAL / LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name Parent/Guardian

Signature of Parent/Guardian

Date