

# PowerPlay Yacht Charters Liability Waiver, Assumption of Risk and Indemnity Form

All passengers on PowerPlay Yacht Charters must review and agree to the following. Each passenger must submit the signed form before being admitted on the yacht. Signed forms can be emailed to [contact@powerplayyachtcharters.com](mailto:contact@powerplayyachtcharters.com) or turned in upon boarding the vessel.

**Please carefully read this document.**

1. I, the undersigned, understand that yachting and boating have significant, inherent and potentially unforeseen risks. By signing below I, on behalf of myself, spouse (if any), children (if any), heirs, executors, administrators, and representatives, hereby fully and unconditionally release, waive, forever discharge **PowerPlay Yacht Charters of Ingenuity Engine LLC** and any and all of its owners, members, employees, agents, volunteers, officers, personnel, representatives, affiliates, successors and assigns (referred to hereafter, individually and collectively, as "PowerPlay") from, **and agree not to sue PowerPlay 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 PowerPlay and/or arising out of or related to any participation in any and all charter event(s) of PowerPlay and other services of PowerPlay, whether relating to or occurring prior to, during, or after boarding, using or entering upon any yachts, boats, vessels or other property owned or under the control of PowerPlay or whether relating to or occurring prior to, during or after participating in any charter event or using any other service of PowerPlay, or at any other time or during any other activity or occurrence of any kind or nature whatsoever. Furthermore I agree not to assert any claim or action against PowerPlay 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, nor 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 and all yachts, boats, vessels or other property owned or under the control of PowerPlay and/or arising out of or related to my participation in the charter event(s) or use of any other PowerPlay services; and I hereby assume all risks of injury, death, loss or damage to my person or property related to any of the foregoing. I fully understand that all charter event(s) may carry risk and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss and/or death.

2. I agree that I am personally responsible for my safety and actions boarding and while aboard the charter. I agree to comply with all policies and rules, including but not limited to all policies, guidelines, signage, captain and crew instructions. Because the yacht charter is used by other individuals, I recognize that I am at potential risk of contracting COVID-19 and other contagions. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue PowerPlay from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 and other contagions while participating in any activity while on or around the charter.

3. I agree to indemnify, defend, and hold harmless PowerPlay 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 and activities (whether authorized or unauthorized) upon and use of any and all yachts, boats, vessels or other property owned or under the control of PowerPlay and/or arising out of or related to any participation in any and all charter event(s) of PowerPlay and other services of PowerPlay.

4. I give consent to PowerPlay to release photos, videos and audio of me including but not limited to social media channels, website and brochures. I recognize that released information may be subject to re-disclosure not in control of the company and not protected by federal and state privacy laws. I

understand I may request to stop further release of photos, videos and audio of me by writing the company directly. My request will not apply to already released information, printed and/or electronically posted. If applicable I waive both ownership interest to any materials developed and authority to inspect or approve the finished materials prior to their release or publication.

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. I agree that this Liability Waiver, Assumption of Risk and Indemnity 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, I as the parent and/or guardian of the undersigned minor or ward acknowledge that I am, in fact, acting in such capacity and that I consent to my child or ward's participation in any and all charter Events, and agree, for the undersigned minor or ward and for myself, that I have read this Liability Waiver, Assumption of Risk and Indemnity and that it is agreed to and fully binding upon the undersigned minor or ward. I have fully read and understand this Liability Waiver, Assumption of Risk and Indemnity and I agree, individually and on behalf of my child or ward, to each and every of its terms and conditions and other provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS INSTRUMENT, HAD TIME TO CONSULT WITH AN ATTORNEY AND HAVE DONE SO OR CHOSEN NOT TO DO SO, AND THAT I AM VOLUNTARILY ASSUMING RISK, RELEASING POWERPLAY FROM LIABILITY, AGREEING TO HOLD POWERPLAY HARMLESS, AND WAIVING RIGHTS AND CLAIMS, ALL AS SPECIFICALLY SET FORTH ABOVE:

Print name:

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Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature if under 18 years old:

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