



SAC BREW BOAT RELEASE OF LIABILITY WAIVER

I, the undersigned user, acknowledge and understand that during my use of the Sac Brew Boat equipment operated by Sac Brew Boat LLC, a California limited liability company (“Sac Brew Boat”), including any vehicle or type of boat (the “Vehicle”), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in traveling in a vehicle, boating, recreation, exercise and related activities. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage (“Injuries and Damages”) resulting from, but not limited to: (i) physical exercise and exertion; (ii) physical contact with other vehicles, other individuals and water hazards; (iii) falling or tripping due to water hazards, uneven surfaces or debris; (iv) falling from heights, including falling off the Vehicle; and (v) other hazards associated with travel in a vehicle. I further acknowledge and understand these Injuries and Damages cannot be eliminated without destroying the unique character of the Vehicle.

I fully understand that the Sac Brew Boat has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, other users, staff of Sac Brew Boat or other third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in use of the Vehicle and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that there may not be medical personnel or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

I further understand that on rare occasions an emergency requiring medical treatment can develop. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during use of the Vehicle. I agree to pay for any medical, dental, surgical, or other hospital care, or diagnosis rendered to me. It is understood that I am required to designate emergency contact(s) and that efforts shall be made to contact my designated emergency contact(s) before rendering treatment, but that any of the above treatment will not be withheld if the designated emergency contact(s) cannot be reached.

In consideration for my acceptance as an eligible user of the Vehicle, and the services and amenities provided by Sac Brew Boat in connection with such use, I CONFIRM MY UNDERSTANDING OF THE FOLLOWING:

To the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS Sac Brew Boat and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, “Released



Parties”) from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to my use of the Vehicle, even if caused by NEGLIGENCE of the Released Parties; Such negligence could involve (a) negligent operation and supervision of the Vehicle, (b) negligent maintenance or operation of the equipment or Vehicle in general, (c) negligent manufacture of or use of equipment to be used in the Vehicle, including the Vehicle itself, and (d) the negligent provision of emergency response services. I understand and intend that the assumption of risk and release is binding upon my heirs, executors, administrators and assigners. This Waiver and Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver and Release shall not be affected thereby and shall remain valid and fully enforceable.

Alcohol Agreement Clause

Passengers are permitted to bring 3 alcoholic drinks per person aboard the Sac Brew Boat. Alcohol is limited to beer, cider, champagne, or wine. Hard alcohol, liquor, and mixed drinks are not permitted aboard the boat. Sac Brew Boat employees are not permitted to sell, furnish, or serve guests. I understand and confirm that alcohol consumption shall be at my own discretion, risk and liability, and that I may be required to produce government-issued photo identification prior to such consumption. I understand that Sac Brew Boat reserves the right to remove me if I become inebriated and misbehave or have the potential to cause harm to myself or any other person or persons. If I am removed pursuant to this paragraph, it shall be without any sort of refund or reimbursement by Sac Brew Boat. I hereby assume all risk involved with the consumption of alcohol and unconditionally hold Sac Brew Boat harmless. For the sake of clarity, and to the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS Sac Brew Boat and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, “Released Parties”) from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to alcohol impairment while on the Vehicle.

If there is inappropriate behavior, the captain and crew have the authority to terminate a tour or remove individuals.

Inappropriate behavior will result in early termination of the tour and a forfeiture of all deposits and fees by the customer(s) who violated our terms. Examples include but are not limited to:



- Extreme intoxication
- Public urination
- Littering

Please be respectful of the Sacramento River and boating community. We've worked hard to create a fun, exciting new venture in Old Sacramento, so please help us keep a good reputation!

Photo Release

I understand that Sac Brew Boat collects, records, publishes, posts, transmits, and displays audio/visual "media" (images, recordings, videos, and other media). With this understanding, I give permission for Sac Brew Boat to collect, record (on film or otherwise), publish, post, display and transmit such media for any purpose. I hereby voluntarily release and hold harmless Sac Brew Boat, its directors, employees, land owners, and agents acting officially or otherwise, from all manner of suits, actions, claims, demands, and liabilities which may arise from such media participation. This release applies to any and all media known, and hereafter devised, in perpetuity throughout the universe. I understand that all media remains the property of Sac Brew Boat, and waive all rights to original media, copies of media, royalties, entitlements, payments, or any other compensation or quid pro benefits which might arise from Sac Brew Boat's acquisition, storage, display, publication, posting, or distribution of media of myself as described herein. I understand that this document constitutes a full and complete waiver of all possible claims of any nature whatsoever, including claims of negligence, personal injury or property loss, or damage, arising out of said media participation.

I have read this Waiver and Release of Liability in its entirety and I freely and voluntarily choose to use the boat and assume all risks of Injuries and Damages. I further acknowledge and expressly agree for my signature on this waiver to constitute my waiver of the risks described herein for any future use of the Sac Brew Boat Vehicle, unless I otherwise notify Sac Brew Boat. If any provision of this Waiver and Release of Liability is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver and Release of Liability will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

I HEREBY WAIVE ALL RISKS DESCRIBED HEREIN, AND RELATED HERETO, UPON THIS VISIT TO SAC BREW BOAT AND ALL FUTURE VISITS TO, AND USES OF, THE SAC BREW BOAT.



BY MY SIGNATURE BELOW, I ACKNOWLEDGE AND REPRESENT THAT I AGREE TO ALL OF THE TERMS, WARRANT MY REPRESENTATIONS ABOVE, AND I AM OVER TWENTY ONE (21) YEARS OLD AND WAS BORN ON THE DATE BELOW.

Signature

Date

Printed Name

Date of Birth

Emergency Contact Name

Emergency Contact Phone Number

Emergency Contact Relationship

PLEASE REJECT OR ELECT TO WEAR A LIFE JACKET AND SIGN THE WAIVER BELOW:

I, FULLY AWARE OF THE RISKS ASSOCIATED WITH REJECTING USE OF A LIFE JACKET WHILE ON A MOVING VEHICLE (REJECT/ELECT) TO WEAR THE LIFE JACKET PROVIDED TO ME BY SAC BREW BOAT:

Reject

Elect

Please sign to confirm your choice of life jacket use.

COVID-19

WAIVER OF LIABILITY, WARRANTY OF COMPLIANCE, AND INDEMNITY AGREEMENT

As an express requirement to participate for any purpose in any activity affiliated with or offered by The Sac Brew Boat LLC, doing business as Sac Brew Boat (the "Sac Brew Boat"), the Undersigned hereby agrees to the terms that follow:

The Undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as the "Undersigned" and/or "You", "Yours", etc.) hereby acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in California. The Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the offerings of the Sac Brew Boat within 14 days after: (i) returning from areas highly impacted by COVID-19, (ii) exposure to any person returning from such areas, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the facilities, services, and/or other offerings of the Sac Brew Boat if he or she: (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

The Sac Brew Boat has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above and social distancing requirements during participation in the Sac Brew Boat's offerings or use of the Sac Brew Boat's facilities. The Undersigned acknowledges and expressly agrees that the Undersigned will abide by all Sac Brew Boat requests including use of masks and social distancing of six (6') feet per person, if so requested at any time and for any duration. The Undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and offerings of the Sac Brew Boat and acknowledges that use thereof by the Undersigned may, despite the Sac Brew Boat's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE AND HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Sac Brew Boats, its directors, officers, employees, volunteers and agents from all liability to the Undersigned and all personal representatives, assigns, heirs, and next of kin of the Undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the Undersigned (or any person who may contract COVID-19, directly, or indirectly, from the Undersigned) whether caused by the negligence, active or passive, of the Sac Brew Boat or otherwise while the Undersigned is in, upon, or about the premises or any facilities therein or participating in any offerings affiliated with the Sac Brew Boat. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The Undersigned acknowledges that any illness or injuries that the Undersigned contact or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE SAC BREW BOAT IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SAC BREW BIKE FACILITY OR OFFERING AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

Signature

Date

Printed Name