



1450 Harbor Island Drive, San Diego CA 92101
619-866-3104

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (THE “RELEASE”) I HEREBY AGREE TO RELEASE **ROMANCING THE WIND, LLC** THE OWNERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND THE EQUIPMENT USED (WHETHER EQUIPMENT IS OWNED, OPERATED, LEASED OR CHARTERED) IN RESPECT TO MY PARTICIPATION, HEREINAFTER REFERRED TO AS THE “RELEASED PARTIES”, AND TO HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF MY PARTICIPATION IN ACTIVITIES CONDUCTED BY THE RELEASED PARTIES, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE OR OTHER LIABILITY.

- 1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING ACTIVITIES**, including, but not limited to: unpredictable weather conditions, perils of the sea, boarding or disembarking the boat, hypothermia, wildlife, equipment failures, drowning, falls, fractures, injuries resulting from my lack of physical fitness and/or lack of experience with ocean vessels, failure to wear floatation devices, and the negligence of others. ROMANCING THE WIND, LLC offers life vest on board and encourages our passengers to wear for safety, failure to do so is at the risk of each passenger, ROMANCING THE WIND, LLC is not liable.
- 2. I UNDERSTAND** that as a consequence of the inherent risks, there is the possibility that I may suffer property damage, be seriously injured, disabled, or death could occur.
- 3. I UNDERSTAND** that I have the responsibility to exercise reasonable care for my own safety, I agree to do so. I further acknowledge that the use of any mood-altering or controlled substances will impair my ability to act with reasonable care. ROMANCING THE WIND IS A DRUG FREE VESSELL AND WE DO NOT ALLOW DRUGS OR THE USE OF DRUGS ON BOARD.
- 4. I UNDERSTAND** that there is limited medical treatment available on the vessel, and that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or totally unavailable depending on the circumstances. ROMANCING THE WIND LLC, and the vessel ROMANCING THE WIND and/or its employees or agents have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescue or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold ROMANCING THE WIND LLC, the vessel ROMANCING THE WIND, their crew or passengers responsible for their actions in attempting the performance of rescue or first aid
- 5. I AGREE** that ROMANCING THE WIND, LLC may use my images (via photograph) as a passenger for promotional purposes on Facebook, the website RomancingTheWind.com, other internet and social media, and/or in print materials.
- 6. I UNDERSTAND** that food/snacks, beverages including adult/alcoholic beverages are served on board and that I am responsible to exercise reasonable care for my own safety including what I consume on board the vessel. I also UNDERSTAND that I am responsible to comply with the legal drinking laws and age restrictions.

Covid-19 Rules and Protocols

THE FOLLOWING INFORMATION SHALL BE ACKNOWLEDGED AND SHARED WITH ALL PARTIES/PASSENGERS PRIOR TO ARRIVAL TO THE MARINA

All Charter Guest, RTW Managers, Contract Employees, and Contract Crew Members shall acknowledge and abide by the following:

- 1.) All Passengers will submit to a touch- less temperature screening upon arrival to the Marina. Guests exhibiting a

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- temperature of 100.1 degrees, or greater, will not be allowed to board the vessel. The Captain has the final authority.
- 2.) All Passengers are discouraged from participating in the charter if they exhibit any of the following symptoms: Fever, cough, sneezing, or not feeling well for any reason.
 - 3.) All Passengers are required to supply their own mask or facial covering, and will wear such mask or facial covering while in any part of the Marina, Dock, and while aboard the vessel to the maximum extent possible.
 - 4.) All Passengers are required to practice 6’ft safe social distancing while transiting in the Marina, dock, while aboard the vessel, to the maximum extent possible.
 - 5.) Hand sanitizer will be provided throughout the charter. All Passengers will be asked to sanitize regularly.
 - 6.) Guests will be verbally briefed on all vessel safety and Covid-19 safety requirements prior to vessel leaving the dock.
 - 7.) All charter guests, will acknowledge that sailing has inherent risks and they are boarding the vessel of their own free will. Furthermore, in the event of accident, injury, or contraction of Covid -19 during the course of the charter, all charter guests shall agree to hold harmless, Romancing The Wind LLC, its owner(s), Managers, Captain(s), crew, employees, Safe Harbor Cabrillo Isle Marina, it’s management and employees from litigation or prosecution.
 - 8.) Prior to departing the dock, all Charter guests will be required to acknowledge receipt, and understanding of, vessel safety rules, Covid-19 protocols, and further agree to hold all entities and persons named above, harmless and free from any litigation by themselves, or their heirs, by printing their full name, primary phone number and signature on the official passenger manifest in order to comply with Covid-19 tracking. Any charter guest not agreeing to these provisions shall not be allowed to board the vessel. In such case, no refund(s) shall be provided to the charter guest(s).

RTW VESSEL CLEANLINESS REQUIREMENTS AND PROTOCOLS

- 1.) The entire vessel areas, accessible to both passengers and crew, shall be cleaned, sanitized, and/or disinfected before and after each charter.
- 2.) The vessel, galley, salon, and lavatory areas, accessible to both passenger and crew shall be cleaned and sanitized regularly throughout the charter. In the case of the vessel lavatory, after each use.
- 3.) 6’ft social distancing marks shall be placed, and easily visible, to all accessible above and below deck vessel areas and spaces.

Primary Charter Guest Acknowledges receipt of the information provided above and agrees to share the requirements with all the Passengers prior to the scheduled charter date.

Primary Charter Guest Full Name: _____

Signature: _____

Date: _____

PREBOARDING:

- We are located at Cabrillo Isle Marina, 1450 Harbor Island Drive, San Diego CA 92101.
- Please arrive at least 45 minutes before your scheduled excursion. All guests are required to submit to a touch-less temperature screening prior to boarding. Any guest with a temperature above 100 degrees farehnheit will not be permitted to board the vessel. All guest will be required to read and sign our Release of Liability Waiver, Rules and Protocols, document prior to departure.
- Parking at the Cabrillo Isle Marina is subject to periodic restrictions by marina management and may not be available on the day of your charter. Therefore, guests are encouraged to use rideshare, taxi, or be dropped off at the marina. Pay parking options are available nearby and require an approximate :15 minute walk to the marina. Contact one of our staff for additional information.
- When you arrive make yourself comfortable at the tables by the round Sea Lion water feature. We will meet you there.
- We suggest passengers wear flat bottom shoes for safety. High healed, platform, wedge, or open-toed shoes are not recommended. Guests who choose to walk barefoot do at there own risk. Clothing appropriate for time of day and season is recommended. We recommend you bring a jacket, sweater, sweatshirt, etc., for all late afternoon or evening cruises. Hats, sunglasses and sunscreen are highly recommended on any daytime cruise.and sunscreen are highly recommended for all daytime charters. Swim charters require guests to bring appropriate and tasteful swimwear and there own towel(s).
- Romancing The Wind Crew performs a thorough inspection of the entire vessel to ensure operational safety, proper

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working order of equipment, and cleanliness of vessel, including the restroom before and after every charter to ensure quality of service to each Charter group.

NO TOILET PAPER, PAPER PRODUCTS, OR FOREIGN OBJECTS OF ANY KIND ARE TO BE FLUSHED DOWN THE TOILET! A TRASH RECEPTACLE IS PROVIDED FOR ALL ITEMS LISTED ABOVE. Failure to abide by this restriction poses a safety hazard and may cause damage to the vessel, toilet and plumbing which may provide cause to immediately cancel the charter. Cancellation is up to the Captain. The Captains decision is final! In such case there is no refund offered, and an additional minimum charge of \$150.00 will be billed to the credit card on file should any charter guest cause damage to the toilet or plumbing.

- Damage to the vessel caused by guests, beyond normal wear and tear, will be charged the cost to repair the damage.
- Our crew will monitor all alcohol consumption and has the right to withhold alcohol to any guest suspected of intoxication regardless of whether brought on by guest/host or catered. The Captain has the final decision.
- Charter Rates do not include a crew gratuity. A crew gratuity of 15-20% is standard industry practice but is not required. Crew gratuities may be paid in advance on a credit card, or paid directly to the Captain for distribution to the crew.

ASSUMPTION OF THE RISKS. I HEREBY FREELY ASSUME THE ABOVE DESCRIBED RISKS AS WELL AS OTHER RISKS THAT ARE NOT EXPRESSLY STATED HEREIN, AND ANY HARM, INJURY OR LOSS THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF MY PARTICIPATION, INCLUDING ANY INJURY OR LOSS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

INDEMNIFICATION. I AGREE, ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY’S FEES ARISING AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITIES CONDUCTED BY OR INVOLVING THE RELEASED PARTIES

SEVERABILITY. If any provision of this Release is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Release will be severable and remain in effect. I agree that in the event of my death or disability, the terms of this Release, including the indemnification obligations, will be binding on my heirs, estate, my personal representative and/or guardian. I have thoroughly read this Release in its entirety, fully understand its content, and understand that this is a **COMPLETE RELEASE AND LEGALLY BINDING CONTRACT.**

Printed Name of Participant/Primary Booking Guest(s) : _____

Signature of Participant/Primary Booking Guest(s): _____

Date _____

See attached Exhibit ONE for additional signatures/acknowledgement

MINOR CHILDREN: All children under the age of 13 years old are required to wear a life vest. I certify that, as parent or guardian with legal responsibility for this minor(s) participant, I have the authority to sign on behalf of the minor child. I consent to his or her participation and agree to release, hold harmless, indemnify and defend the Released Parties from all liabilities and claims that arise in any way from injury, death, loss or harm that occurs to the minor child as the participant.

Printed Name of Minor(s): _____, _____,

_____, _____, _____

Signature of Parent/Guardian of Minor(s): _____ Date _____

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