

AP CHARTERS LLC welcomes you.

As a condition of our allowing you to participate in this experience, you must review, understand and sign this document, in which you assume the risks of your own conduct, release us from liability, give up claims you might allege, and indemnify us against claims that others might allege as a result of your conduct. This document also provides you with some of our ground rules, which you must comply with in order to take part in our service.

A.P. CHARTERS LLC

RELEASE AND WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, I RELEASE AND PROMISE NOT TO SUE A.P. CHARTERS LLC FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE SERVICES OFFERED BY A.P. CHARTERS LLC, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

I intend this Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. You agree that if any portion of this Waiver and Release is held to be invalid, the balance notwithstanding shall continue in full force and effect.

I represent that I am 18 years of age or older. If I am bringing a minor, I acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your trip, and have read this Release and Waiver and agree to it on the minor's behalf. If you are booking this trip on behalf of others, you will ensure, and you represent and warrant, that each passenger on whose behalf you book has read and agreed to this Release and Waiver, which shall apply to each of them as if the reference to "I" was a reference to him/her.

***RELEASE, WAIVER, ASSUMPTION OF LIABILITY, AND INDEMNITY AGREEMENT**

Waiver and Release of Liability

In consideration of A.P. CHARTERS LLC providing me and other persons with access to its motor yacht (American Pie V "Vessel") on a guided group tour and allowing me and others of legal age to bring and consume alcohol during the tour, I agree that I engage in such activities on motor yacht at my own risk. To the fullest extent permissible by law and on behalf of myself and any person related to me in any way, I agree to release and discharge A.P. CHARTERS LLC and any person related to it in any way – as well as any business or person involved as a vendor or operator

of the same – from any and all liability whatsoever for injuries, damages, claims or causes of action (known or unknown) arising out of their negligence or other fault. This includes without limitation injuries or damages which may result from the negligence of other guests or patrons; the excessive consumption of alcohol by myself or other persons; the negligent operation, maintenance, care, design or manufacture of the motor yacht; the failure to prevent theft, assault, or other misconduct by others; wrongful death; and/or any other improper or negligent act or instruction, whether related to physical activity, drinking, or not. This release is not intended to release claims of gross negligence or A.P.CHARTERS LLC's intentional torts. I fully understand that if any medical treatment is provided to me, with or without my consent, such treatment will be first aid type treatment, and I waive any and all claims or causes of action arising from or based upon the provision of such treatment.

I acknowledge that I have carefully read this Waiver and Release and fully understand that I am waiving any right that I may have to bring a legal action to assert these claims. This waiver and release is intended to be interpreted as broadly and all encompassing as permissible under New Jersey law.

I acknowledge and agree that:

- I have reasonably assessed the risks involved in the services offered by A.P.CHARTERS LLC and have made an informed and voluntary choice to participate.
- I alone, and not A.P.CHARTERS LLC am responsible for determining my fitness for participating and my ability to fully understand any directions or warnings presented.
- I will not participate in the services offered by A.P. CHARTERS LLC if I have a physical, medical, or mental limitation or disability, or when I am aware or should reasonably be aware of any factors that may limit or prevent me from safely participating in the services offered by A.P.CHARTERS LLC.
- I will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or precautions for participation in the services offered by A.P. CHARTERS LLC.

Assumption of Risk

I understand that my presence on or around the Vessel, my participation in any activities offered by A.P.CHARTERS LLC, and/or my consumption of alcoholic beverages or association with people who are consuming alcohol carry with them certain risks, known and unknown, including but not limited to the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage, including but not limited to the following:

Unanticipated changes in weather and water conditions;

Conduct of third parties at the launch and landing areas and in other vessels on the water;

Exacerbation of medical conditions resulting from physical exertion;

Falling into the water, whether or not wearing the provided personal flotation devices; and

Falling or slipping due to wet conditions or rough waters.

I understand that these risks cannot be completely eliminated without fundamentally altering the unique experience provided by the Vessel. I freely and knowingly accept all risk of bodily injury, sickness, death, property damage, and related expenses. Furthermore, I expressly assume all risk for any bodily injury, sickness, death, property damage, and related expenses resulting from my failure to use the provided personal flotation devices or from my consumption of alcohol while on the Vessel. I understand that A.P.CHARTERS LLC might not supervise activities that take place on the tour and that it does not provide medical services. I further acknowledge that any injury I might sustain might be compounded by negligent or delayed medical service. On behalf of myself and any person related in any way to me, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE A.P.CHARTERS LLC OR OTHERS, OR DEFECTS IN THE EQUIPMENT, VESSEL, MARINA, OR FACILITIES USED, OR OTHERWISE, AND I ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN THIS TOUR.

ALCOHOL CONSUMPTION. All State, County and City laws relating to alcohol consumption apply. It is my responsibility to make sure that I follow these laws at all times including without limitation laws about public intoxication and public alcohol consumption. It is my responsibility to avoid becoming intoxicated during the tour. If I become too intoxicated and/or violate a law or local ordinance, I do so at my own risk and I assume all liability, risk and responsibility for the same. I also may be required to leave the tour.

RIDERS' LEGAL VIOLATIONS. I understand and agree that A.P.CHARTERS LLC tours will charge my credit card if A.P.CHARTERS LLC is fined, ticketed, cited or punished due to a rider's actions. I understand that my name may be shared with law enforcement if any legal violations occur during the Tour.

Indemnification

I hereby agree to defend, indemnify and hold harmless A.P.CHARTERS LLC and any person related in any way to it from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property relating in any way to my use of A.P.CHARTERS LLC services and equipment, my drinking, and/or my participation in the tour.

Consent to Photos and Videos

By participating in or attending any activity in connection with A.P.CHARTERS LLC services, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

Rules of the Water

I agree to obey the Rules of the Captain and Crew of A.P.CHARTERS LLC, and the laws of the State, County and City in which we ride. I understand that it is not A.P.CHARTERS LLC's responsibility or obligation to inform me of the applicable laws, and I assume full responsibility.

The Rules of the Water for the A.P.CHARTERS LLC are as follows:

Anyone under the age of 12 MUST wear a coastguard approved life jacket when on deck or outside of bridge and or aft deck.

Glass containers are allowed on the vessel, but must be poured in a plastic cup.

NO alcoholic beverages other than beer, wine and liquor that have been legally approved for consumption are allowed on the vessel (e.g., no home-still moonshine)

NO alcoholic beverages may leave the vessel at any time during the tour, and alcohol must not be handed off the vessel to anyone – whether passengers or non-passengers

NO rider may leave, join, hang off, or reach off or on the vessel while it is in motion

NO rider may disrespect the community in which we ride, and disrespect includes littering, using foul language, making obscene gestures, etc.

NO public urination

NO excessive noise or yelling

NO rider may damage or abuse the vessel and or boat, and the party will be billed for any incurred damage

No ILLEGAL substances and or VAPING of medical or legal shall be brought onto vessel.

NO smoking of any kind inside any compartments or cabins of vessel.

A.P.CHARTERS reserves the right to cancel any and all tours immediately, if these or other rules listed or implied, are broken.

ACKNOWLEDGEMENT

I am not under the influence of alcohol or other substances that affect my judgment. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE

ABOVE PROVISIONS, INCLUDING BUT NOT LIMITED TO THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND CONSENT CONTAINED IN IT. I ACKNOWLEDGE THAT BEFORE SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO TAKE THE TIME TO REVIEW AND UNDERSTAND IT. IF I DID NOT FULLY UNDERSTAND WHAT THIS DOCUMENT MEANS, I WOULD NOT SIGN IT OR PARTICPATE IN THE SERVICES OFFERED BY A.P.CHARTERS LLC UNTIL I HAD SOUGHT THE ADVICE MY OWN ATTORNEY. I AM FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT FREELY AND VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By signing this waiver, you are confirming that you are authorized to enter this Agreement. You also agree to provide this signed document at the time of boarding. With your signature, you consent to the legally binding terms and conditions of this Agreement. You also agree that no certification authority or other third-party verification is necessary to validate your signature, and that a lack thereof will not in any way affect the enforceability of your Signature or this Agreement. (For your convenience, we can provide a copy of this agreement for your signature prior to boarding for your tour)'

Signature: _____ Date: _____

Print Name: _____