



Bay City Tiki Boat Tours

Liability Release Form

TO THE FULLEST EXTENT PERMITTED BY LAW, IN THIS ELECTRONIC DOCUMENT YOU WAIVE, RELEASE AND FOREVER GIVE UP ANY CLAIMS AGAINST US (I.E., DETROIT CYCLE BOAT OR ANY PERSON RELATED TO IT). IN ADDITION, IF WE GET SUED BECAUSE OF YOU, YOU INDEMNIFY US AGAINST OTHER PERSONS' CLAIMS.

Bay City Tiki Boat Tours welcomes you to this unique and fun experience. We hope you have the best time of your life. As you know, our service involves being underway on a boat that can be affected by environmental stresses like wind, sun, rain, motion, and (if you want) alcoholic drinks. Obviously, any one of these can be dangerous alone, and they can all be dangerous together. As a mandatory condition of our allowing, you to use our service, 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, we promote a fun and safe environment. Thank you for joining us on the Saginaw River and Saginaw Bay!!

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

Waiver and Release of Liability

In consideration of Bay City Tiki Boat Tours (BCTBT) providing me and other persons with access to the vessel (Tiki Boat) on a guided group tour on the Saginaw River and/or Saginaw Bay and allowing me and others to bring and consume alcohol during the tour, I agree that I engage in such activities 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 Bay City Tiki Boat Tours and any person related to it in any way – as well as any business or person involved as a vendor, Pier 7 Marina, 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 Tiki Boat; 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 Bay City Tiki Boat Tours 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 Michigan law.

Assumption of Risk

I understand that my presence on or around the Tiki Boat, my participation in any activities offered by Bay City Tiki Boat Tours, 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 Bay City Tiki Boat Tours 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, I **VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**

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 Bay City Tiki Boat Tours will charge the Booking Individual's credit card if Bay City Tiki Boat Tours is fined, ticketed, cited or punished due to a rider's actions. I understand that my name and/or the Booking Individual's 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 Bay City Tiki Boat Tours or 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 Bay City Tiki Boat Tours 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 Bay City Tiki Boat Tours 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 Bay City Tiki Boat Tours, and the laws of the State, County and City in which we ride. I understand that it is not Bay City Tiki Boat's responsibility or obligation to inform me of the applicable laws, and I assume full responsibility.

The Rules of the Water for the Bay City Tiki Boat Tours are as follows:

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 Tiki Boat, and the Booking Individual will be billed for any incurred damage

NO use of controlled substances including marijuana.

Any violation of the rules above or any action deemed unsafe by the Captain will result in immediate termination of the cruise and no refund will be granted.

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. 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 TAKE A TOUR UNTIL I HAD SOUGHT THE ADVICE MY OWN ATTORNEY. I AM FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

ELECTRONIC SIGNATURE. By typing your full name, you are signing this Agreement electronically, confirming that you are authorized to enter the Agreement, and agreeing that your electronic signature (“E-Signature”) is the legal equivalent of your handwritten signature. You are also agreeing to conduct this transaction by electronic means. With your E-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 E-Signature, and that a lack thereof will not in any way affect the enforceability of your E-Signature or this Agreement.