

## WAIVER, RELEASE AND INDEMNIFICATION

THIS WAIVER, RELEASE AND INDEMNIFICATION (this “Release”) is made as of [insert] (the “Effective Date”) by and between Anchor Technologies, LLC (“Anchor”) and [insert], an individual (“Owner”).

### **BACKGROUND:**

1. Anchor provides an online platform and mobile application that connects Anchor customers with (i) privately available vessels for charter (“Yachts”) pursuant to bareboat charter agreements; and (ii) U.S. Coast Guard (“USCG”) licensed captains available for such bareboat charters (all of the foregoing, including without limitation if applicable, Owner’s rights and obligations under that certain Bareboat Charter Facilitation Agreement dated as of even date herewith by and between Anchor and Owner, is referred to herein as the “Services”).
2. Reference is made to those certain “Terms of Service” agreed to by Owner regarding the terms and conditions of Owner’s use of the Services.

### **TERMS AND CONDITIONS:**

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Release, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Anchor and Owner hereby agree as follows:

1. In consideration of Anchor permitting Owner to utilize the Services, Owner, and to the full extent allowed by law, on behalf of him or herself, his or her spouse, children/wards and guests (the “Owner Parties”), does hereby release, waive and discharge Anchor of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, covenants, obligations, liabilities, claims, demands, losses, damages, costs or expenses, including but not limited to court costs and attorneys’ fees (including reasonable attorneys’ and paralegals’ fees and costs incurred before and at trial, at all tribunal levels, whether or not suit is instituted, and at arbitration and in establishing this right to indemnification), of any nature whatsoever, whether or not now known, claimed or suspected, fixed or contingent (hereinafter collectively referred to as “Claims”) which the Owner Parties may have, or which may hereafter accrue to the Owner Parties, as a result of Owner’s, and to the full extent allowed by law, the Owner Parties’ use of the Services. This Release is intended to discharge in advance Anchor, its members, officers, employees and agents (“Anchor Parties”) from any and all liability arising out of or connected in any way with the Owner Parties’ use of the Services and/or participation in the Bareboat Charter Facilitation Agreement even though that liability may arise out of negligence or carelessness on the part of the Anchor Parties.
2. Owner’s receipt of the Services involves known and unknown **RISKS** associated with boat chartering. Owner, and to the full extent allowed by law on behalf of the Owner Parties, hereby agree to fully accept and assume all such **RISKS** and all responsibility for losses, costs and damages the Owner Parties incur as a result of the Owner and the Owner Parties receipt of the Services and/or participation in the Yacht Membership Club.
3. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ANCHOR PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF**

**DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM OWNER'S, AND TO THE FULL EXTENT ALLOWED BY LAW THE OWNER PARTIES' USE OF THE SERVICES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ANCHOR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

4. The Owner, and to the full extent allowed by law, the Owner Parties, and each of them, hereby indemnifies, defends, and holds harmless the Anchor Parties from, against and in respect of any and all direct and/or indirect Claims asserted against or suffered or incurred by the Anchor Parties to the extent directly or indirectly under, caused, resulting from or in connection with the Owner's, and to the full extent allowed by law the Owner Parties' use of the Services, even if such claims arise out of or in connection with the negligence of the Anchor Parties.
5. The release provided in Section 1 and the indemnification provision in Section 4 shall not apply in the event of gross negligence or intentional misconduct by any Anchor Party or in the event of a breach of Anchor's obligation to ensure that the Yachts are insured as described in Exhibit D to the during all bareback charter operations.
6. The Background above and Terms of Service are incorporated herein by reference.

**I UNDERSTAND THE RISKS INVOLVED AND ACCEPT THEM IN FULL. I, FOR MYSELF, AND TO THE EXTENT ALLOWED BY LAW, MY SPOUSE, CHILD/WARD AND GUESTS, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

OWNER:

[insert], individually

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**ACCEPTED AND AGREED:**

ANCHOR TECHNOLOGIES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_