

BOYNE THUNDER POKER RUN - July 8, 2023

IMPORTANT - PLEASE READ CAREFULLY

WAIVER AND FINAL RELEASE

Whereas, the undersigned have entered to be a participant in the 2023 Boyne Thunder Poker Run (the Poker Run and all activities connected therewith being hereinafter referred to as the "Event"); and

Whereas, the undersigned will be participating in the Event utilizing a high performance watercraft identified as _____, (the "Vessel"); and

Whereas, during the Event, the Vessel, and other vessels participating in the Event may reach high speeds on the water, and/or otherwise encounter potential accidents, collisions, property damage, personal injury or death or other perils on the water whether directly related to the Event or otherwise; and

Whereas, as an express condition of participating in the Event, the undersigned has agreed to assume all liability for any and all potential claims arising out of the participation, waive any and all claims arising out of or connected with the Event, and hold The City of Boyne City, Michigan, in general, and its Boyne City Main Street program in particular, (the "Sponsor"), harmless from any such claims.

Now therefore, in consideration of being accepted into the Event, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Each of the undersigned, as participants in the Event, do hereby jointly and severally represent that each has experience in boating activities similar to the Event, including high speed operation on waters similar to those of the Event, and are fully aware of the dangers and difficulties which may be inherent in such activities. As such, the undersigned assume all liability associated with the participation in the Event from any claim, action, event or occurrence arising directly or indirectly from the Event (a "Claim" or "Liability").
2. Each of the undersigned jointly and severally, individually and on behalf of his or her heirs, representatives or assigns, hereby: a.) Waives and releases any Claim or Liability now existing or hereafter arising which any of the undersigned has had, now has or may hereafter have against the Sponsor, its officers, directors, employees, agents, volunteers and others associated with the Event, and b.) Agrees to indemnify and hold harmless the Sponsor, its officers, directors, employees, agents, volunteers and others associated with the Event from any and all Claims or Liabilities arising directly or indirectly from participation in the Event or in any activities associated with the Event.
3. Each of the undersigned recognizes that any interaction with the general public poses an elevated risk of being exposed to COVID-19 and we cannot guarantee that you will not be exposed while in attendance at the event. You agree to follow the organizer's safety policies, as well as local laws and restrictions issued by the Center for Disease Control and Michigan Department of Health and Human Services.

Each of the undersigned voluntarily executes this Waiver and Final Release of his or her free will, after full consideration of the nature of the Event and the risks that may be inherent in such participation. Each further agrees to abide by all Event Safety Rules, all State, local or U.S. Coast Guard laws and regulations, and all directions, terms and conditions established by the Sponsor or its representatives.

Only persons who have signed this Waiver and Final Release shall be authorized aboard the Vessel during any Event activity, and the person designated as "Captain" below shall provide a list of authorized passengers to the Sponsor, and represents that no person will be allowed on the Vessel unless such person has

executed this Waiver and Final Release, and assumes all responsibility and liability for any unauthorized passenger on the Vessel.

- I. The undersigned has had ample opportunity and forewarning to consider the effect and consequences of the signing this Waiver and Final Release prior to participating in the Events.
- II. The Event is not a race and speed in no way determines the outcome of the Event. The undersigned hereby agrees to abide by all Coast Guard and Charlevoix County Laws, and all safety rules, directives, terms and conditions of the Event as set forth by any of the organizers and/or committee officials either verbally or in writing, before or during the Event.
- III. The Vessel named in the application is in safe operating condition and is equipped with all prescribed equipment and requirements of the laws of any competent jurisdiction governing the Event.