

Anita Dee Yacht Charters

Assumption of Risk, Hold Harmless, Indemnity, and Waiver of Liability Agreement

Assumption of Risk, Hold Harmless, Indemnity, and Waiver of Liability Agreement ("Agreement") made as of the date reflected on the last page, in the County of Cook and State of Illinois, between Tee Dee Enterprises, Inc., an Illinois corporation, herein referenced to "Tee Dee," and the individual identified on the last page hereof and herein referenced as the "Entertainer," Now Witnesseth:

Recitals

Whereas, Tee Dee owns and operates, upon navigable waterways of the United States, certain USCG inspected passenger carrying vessels, *id est*, the M/V Anita Dee, II and the M/V Anita Dee, herein individually and collectively referenced as the "Vessel;" and

Whereas, the Entertainer is engaged in the business of providing entertainment services for a fee and desires to board the Vessel for the purpose of providing entertainment;

Whereas, Tee Dee will allow the Entertainer to board the Vessel for the purpose of providing entertainment only if the Entertainer assumes the risk of any and all dangers, saving and holding Tee Dee and the Vessel harmless, and waiving any claims for personal injury or damage to property against Tee Dee and the Vessel; and

Whereas, the Entertainer, in consideration for permission to board the Vessel for the purpose of providing entertainment, hereby agrees to assume the risk of any and all dangers to himself or herself, to save and hold Tee Dee and the Vessel harmless, and to waive any and all claims for personal injury or property damage against Tee Dee and the Vessel; Now Therefore, in consideration of the mutual covenants, representations, warranties, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

Agreement

1. The foregoing *Recitals* are by this reference incorporated into this *Agreement* as though fully set forth, *in haec verba*.
2. In consideration for Tee Dee allowing the Entertainer to board the Vessel and provide entertainment thereon, the Entertainer, individually and on behalf of his or her heirs, successors, legal representatives, administrators and assigns, assumes any and all risks to person and agrees to save and hold harmless, Tee Dee, its shareholders, directors, officers, employees, agents, independent contractors, legal representatives, successors, assigns, and the Vessel from any claims for injury, disease, or property damage, whether existing or potential, known or unknown, arising from any acts or omissions while aboard the Vessel, as well as any other times and places which may otherwise lead to an action or claim against Tee Dee or the Vessel. In addition to the foregoing, the Entertainer hereby agrees to indemnify Tee Dee, its shareholders, directors, officers, employees, agents, independent contractors, legal representatives, successors, assigns, and the Vessel from any and all claims and/or actions of any nature by the Entertainer's heirs, successors, assigns and others for whom he or she is responsible, or third parties, arising out of any act, omission, or activity while present aboard the Vessel and shall be liable for payment and satisfaction of any and all judgments rendered against Tee Dee or the Vessel, or settlement of any and all such claims or actions, in addition to attorney fees, disbursements, and all other costs incurred in defending against such claims or actions. The Entertainer hereby represents and warrants that he or she is an adult individual under no legal or physical disability, is familiar with ship-board safety practices, is cognizant of the safety practices of the maritime industry, and will observe all applicable safety practices while on board the Vessel.



3. If the Entertainer has contracted with Tee Dee to provide entertainment services by separate contract, such instrument is hereby incorporated herein as though fully set forth, *in haec verba*, and wherever a conflict exists or arises between such separate contract and this Agreement, this instrument shall control. The Entertainer hereby acknowledges that he or she is an independent contractor and is not as an employee of Tee Dee or member of the crew of the Vessel. The Entertainer further understands, hereby acknowledges, and agrees that he or she is not entitled to any benefits normally granted to Tee Dee employees or crew of the Vessel, including but not limited to workers' compensation insurance coverage, Jone's Act coverage, or Longshore and Harbor Workers' Compensation Act coverage.

4. Governing Law -- Construction -- Separability -- Jurisdiction -- Venue -- Successors: The validity, interpretation, construction, performance, enforcement and remedies of or relating to this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Illinois and the United States, without regard to any conflict of law principles, rules or statutes of any jurisdiction. Each paragraph of this Agreement and each sentence, clause or phrase contained in such paragraph shall be considered separable, and if for any reason any paragraph or any sentence, clause or phrase contained in such paragraph is determined to be invalid or prohibited under applicable law, such provision shall, if possible, be reformed to the extent necessary to conform with applicable law or shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The parties agree that if any provision of this Agreement may be construed in two ways, one of which would render it invalid and unenforceable, and the other of which would render it valid and enforceable then such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to fair meaning and not strictly construed against either party. Whenever applicable, in construing the terms of this Agreement, the singular and the plural, and the masculine, feminine and neuter shall be interchangeable. Any and every legal proceeding arising out of or in connection with this Agreement shall be brought before the Circuit Court of Cook County of the State of Illinois, the Entertainer acknowledging that by entering into this Agreement, he or she has sufficient contacts with the State of Illinois to vest jurisdiction therein and hereby forever waive any objection to exclusive Illinois jurisdiction, further agreeing that proper venue shall vest before the Circuit Court of Cook County, Illinois; and waive any right to a trial by jury. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns.

In witness whereof, the parties have executed this Assumption of Risk, Hold Harmless Agreement and Waiver of Liability as of the date reflected below at Chicago, Cook County, Illinois.

Tee Dee Enterprises, Inc.

By: _____

Marc A. Barrile

Chief Operating Officer

Contractor Name and Event Date

-- Entertainer
Entertainer's Printed Name

Entertainer's Signature

Entertainer's Address & Telephone

