

COVID 19 - WAIVER OF LIABILITY

I understand that COVID-19 is a disease that presents a significant community health risk, including the likelihood of serious illness or death. I further understand that public health officials have identified that the likelihood of transmission of the disease can and should be reduced by responsible compliance with recommended social distancing and other preventive actions.

I understand and agree that it is my responsibility, to assess the hazards presented on the vessel and further understand and agree that I am the ultimate judge as to whether I can use the vessel facility safely. I further understand that I will be permitted to participate in a chartered cruise only upon execution this waiver of liability, assumption of risk and indemnification agreement (the "Agreement").

Therefore, I hereby acknowledge and agree that *Chesapeake Marine Tours INC, dba Watermark* shall not be responsible for any and all diseases or illnesses, including COVID-19 that I may develop, resulting from participation in a chartered cruise. Accordingly and to the fullest extent allowed by law, I hereby fully release, indemnify and hold *Chesapeake Marine Tours INC, dba Watermark*, and its employees, agents, officers, directors and shareholders, from and against any and all liability whatsoever for all claims, damages and causes of action, including attorneys' fees, relating to any and all diseases or illnesses, including COVID -19, regardless of cause.

I further agree that I shall not make or file claims against *Chesapeake Marine Tours INC, dba Watermark* for any disease or illness, including COVID -19, sustained by me, if resulting from participation in any chartered cruise. I shall defend, indemnify and hold harmless *Chesapeake Marine Tours INC, dba Watermark* from any and all liability whatsoever, including attorneys' fees or otherwise, which may result from any such claim.

I acknowledge and agree to wear a mask as recommended by the CDC and required by Anne Arundel County department of Health: OUTSIDE-whenver a six foot distance between individuals cannot be maintained; INSIDE- at all times when not seated.

I have read the foregoing terms and by signing below, I hereby acknowledge and agree to all of the terms herein. I understand that this is a legal document, and that I have a right to seek legal counsel prior to execution of this document.

Event: _____

Dated: _____ 2021

Signature

Printed Name