

**NEWPORT BEACH CHAMBER OF COMMERCE**  
**CHRISTMAS BOAT PARADE – PARTICIPATING VESSEL RELEASE, WAIVER, INDEMNITY &**  
**ARBITRATION AGREEMENT**  
(Owner/Captain Form – California)

This RELEASE, WAIVER, INDEMNITY & ARBITRATION AGREEMENT (“Agreement”) is entered into by the undersigned vessel Owner and/or Captain (collectively, “Participant”) in favor of the NEWPORT BEACH CHAMBER OF COMMERCE, the COMMODORES CLUB OF THE NEWPORT BEACH CHAMBER OF COMMERCE, the NEWPORT BEACH CHRISTMAS BOAT PARADE COMMITTEE, and each of their respective parents, subsidiaries, affiliates, sponsors, partners, officers, directors, members (including Commodores), employees, volunteers, agents, contractors, and insurers (collectively, the “Released Parties”), regarding Participant’s entry in, presence at, or involvement with the Newport Beach Christmas Boat Parade and any related activities, meetings, staging, or communications (collectively, the “Event”).

In consideration for being provided the ability to participate in the EVENT each person signing below hereby stipulates and agrees:

- 1) **Participation; Independent Control of Vessel** - The Chamber and Commodores are event organizers/promoters, not vessel operators. Participant has exclusive command of the vessel identified below (the “Vessel”) at all times and is solely responsible for navigation, crew, guests, loading, equipment, and seaworthiness. Nothing herein creates a joint venture, charter, bailment, agency, or assumption of control by any Released Party.
- 2) **Rules; Safety Standards; Official Instructions** - Participant will read, follow, and enforce all Event rules, safety standards, route/operations updates, and official instructions issued before (such as Skipper Safety Information) or during the Event (including via VHF radio or other official channels). The Chamber or parade officials may deny, remove, or disqualify any Vessel deemed unsafe or non-compliant.
- 3) **Compliance with Law & Condition of Vessel** - Participant represents and warrants that: (a) the Vessel is seaworthy and compliant with all U.S. Coast Guard, State of California, Orange County, and City of Newport Beach requirements (including required lighting/gear); (b) USCG-approved life jackets are aboard for all persons; (c) the Vessel will not be overloaded; (d) the Captain will be sober and lawfully qualified; (e) decorations and electrical installations are secure and do not impede visibility, access, helm, or emergency gear; and (f) Participant will obey Harbor Patrol, parade control, marshal boats, and law enforcement directions, including temporary stops or course adjustments.
- 4) **Assumption of Risk (On-Water Activities)** - Operating a decorated vessel at night in proximity to other vessels/structures is inherently hazardous and may involve collision, grounding, wake/propeller injuries, mechanical failure, electrical/fire hazards, falling overboard, adverse weather/visibility, spectator traffic, debris, and other maritime perils causing serious injury, death, or property loss. Participant voluntarily assumes all such risks, including those arising from the ordinary negligence of any Released Party, to the fullest extent permitted by law.
- 5) **Release and Waiver of Claims** - To the maximum extent permitted by California and federal maritime law, Participant (for itself and its owners, crew, guests, heirs, and insurers) releases and forever discharges the Released Parties from any and all claims, demands, actions, damages, losses, and liabilities of any kind, known or unknown, arising out of or related to: (i) the Event; (ii) the condition, rigging, decorations, loading, maintenance, or operation of the Vessel; (iii) the acts or omissions of Participant, the Vessel’s crew/guests, or other third parties; or (iv) any Event safety standards or instructions—including claims based on the ordinary negligence of any Released Party. This release does not apply to gross negligence, willful misconduct, or violations of law by a Released Party.
- 6) **California Civil Code § 1542 Waiver (Unknown Claims)** - Participant expressly waives California Civil Code § 1542, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor.” Participant understands and agrees this waiver is intended to be effective to the fullest extent allowed by law.

- 7) **Indemnity; Defense; No Pass-Through** - Participant shall defend (with counsel reasonably acceptable to the Chamber), indemnify, and hold harmless the Released Parties from and against any third-party claim, demand, action, fine, penalty, loss, damage, injury, death, pollution/cleanup expense, property damage, attorney’s fees, or costs arising out of or related to the Vessel or Participant’s acts, omissions, operations, occupancy, decorations, loading, or violation of Event rules or law. This obligation applies regardless of concurrent negligence of a Released Party, but not to the sole negligence or willful misconduct of a Released Party.
- 8) **Medical/Emergency Measures** - Participant authorizes parade officials to summon emergency assistance as deemed necessary, remains financially responsible for all resulting costs, and releases the Released Parties from liability for good-faith emergency measures.
- 9) **Insurance (Additional Insured – Mandatory)** - As a condition of participation, Participant shall maintain vessel liability insurance customary for Newport Harbor operations and shall name the Newport Beach Chamber of Commerce (including the Commodores Club) as an additional insured for the Event dates, with primary/non-contributory status and waiver of subrogation where available. Proof of insurance must be provided upon request; entry/continued participation may be conditioned on satisfactory proof.
- 10) **Decorations; Electrical; Fire Safety** - All decorations and electrical components must be marine-appropriate, weather-protected, and securely fastened; decorations may not block helm visibility, required lighting, firefighting gear, or egress. Portable generators, if used, must be securely mounted, ventilated, and operated per manufacturer/USCG guidance. At least one marine-rated fire extinguisher shall be immediately accessible.
- 11) **Alcohol/Impairment** - The Vessel will not be operated by any person under the influence of alcohol, cannabis, or impairing substances. Participant shall not serve or permit service of alcohol to any operator or required crew. Parade officials may remove any Vessel upon reasonable suspicion of impairment, without refund.
- 12) **Passenger Limits & Conduct** - The Vessel shall not exceed its rated passenger or weight capacity. Participant shall prevent passengers from standing on rails, gunwales, superstructure, or other unsafe/elevated areas and shall maintain clear egress paths.
- 13) **No Launches, Pyrotechnics, Drones, or Projectiles** - Participant shall not deploy fireworks, pyrotechnics, aerial drones, confetti/streamers, or any launched/discharged items from the Vessel. Open flames and smoke-producing devices are prohibited. Event-operated fireworks/drone shows may occur; this restriction applies to participants.
- 14) **Communications; Official Instructions (VHF)** - Participant shall continuously monitor Parade Control – VHF Channel 68 (low power), be able to hail Marshal boats – VHF Channel 69, and comply with Harbor Patrol and marshal instructions, including temporary stops at ferry crossings.
- 15) **Environmental Compliance** - Participant shall prevent discharges, spills, or debris; comply with federal, state, and local environmental laws; and promptly report, contain, and remediate any release. Participant shall defend, indemnify, and hold harmless the Released Parties from resulting claims, fines, or cleanup costs (except to the extent caused by a Released Party’s sole negligence or willful misconduct).
- 16) **Media; Likeness; Vessel Imagery** - Participant grants the Released Parties a royalty-free license to record, photograph, and use the Vessel’s and crew’s name, image, and likeness from the Event in any media for promotional/archival purposes, without further approval or payment.
- 17) **Event Changes; Force Majeure** - The Chamber/Commodores may modify, postpone, pause, shorten, or cancel the Event (in whole or part) for weather, visibility, safety, harbor conditions, governmental directive, or other causes beyond reasonable control. No refunds or damages are owed by the Released Parties for such changes.

**18) Governing Law; Venue; Maritime Savings** - Except as preempted by federal maritime law, this Agreement is governed by California law. For any non-arbitrable claims, exclusive venue and jurisdiction lie in the state or federal courts in Orange County, California. If any provision is held invalid, the remainder remains enforceable to the fullest extent permitted.

**19) Arbitration; Class/Representative Action Waiver (FAA)** - (a) Agreement to Arbitrate. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Event, including the formation, scope, or enforceability of this arbitration provision, shall be resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules & Procedures before a single arbitrator in Orange County, California. (b) Governing Law. The Federal Arbitration Act (9 U.S.C. §§ 1–16) governs the interpretation and enforcement of this Section. (c) Class/Representative Waiver. Proceedings shall be conducted only on an individual basis; class, collective, or representative actions (including private attorney general claims to the extent waivable) are not permitted in arbitration. (d) Injunctive Relief Carve-Out. Either party may seek temporary or preliminary injunctive relief in court to preserve the status quo pending arbitration. (e) Fees/Discovery/Award. The arbitrator may award remedies available at law or in equity and shall issue a reasoned award. Judgment on the award may be entered in any court with jurisdiction. Each party bears its own attorney’s fees except as otherwise provided in this Agreement or by applicable law. (f) Severability. If any part of this Section is found unenforceable as written, it shall be modified to the minimum extent necessary to be enforceable; if not possible, the unenforceable portion shall be severed.

**20) Fees for Enforcement (Indemnity)** - In any action to enforce Participant’s defense and indemnity obligations hereunder, the prevailing party is entitled to reasonable attorney’s fees and costs.

**21) Entire Agreement; No Reliance; Amendments; E-Sign** - This is the entire agreement regarding its subject matter and supersedes prior communications. Participant is not relying on statements or promises not contained here. No amendment or waiver is effective unless in writing signed by the Chamber. Electronic signatures and counterparts are binding.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR ORDINARY NEGLIGENCE. I HAD THE OPPORTUNITY TO CONSULT COUNSEL BEFORE SIGNING. I AM OVER 18, HAVE AUTHORITY TO BIND THE VESSEL OWNER/OPERATOR, AND I SIGN VOLUNTARILY AND WITH FULL UNDERSTANDING.**