

**RELEASE AND INDEMNITY AGREEMENT**

**PLEASE FAX TO 415.951.8735**

In consideration of the grant of permission by Blue & Gold Fleet, L.P, a Delaware limited partnership, to the undersigned jointly and severally, to enter upon and use a portion of a Blue & Gold Fleet, L.P.'s property known as \_\_\_\_\_ located in or around the City and County of San Francisco, California (hereinafter referred to as the "Premises") for the purpose of

and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned agree(s), represent(s), and warrant(s) as follows:

1. Indemnification: The undersigned, on behalf of himself/herself/itself/themselves, and each of his/her/their descendants, dependents, heirs, executors, administrators, partners, shareholders, officers, directors, agents, employees, servants, representatives, successors and/or assigns, and each of them (the "Indemnitors") shall neither hold nor attempt to hold PIER 39 Limited Partnership, Blue & Gold Fleet L.P., the City and County of San Francisco and/or Port of San Francisco, and each of their/its agents, employees, officers, directors, servants, representatives, successors and/or assigns, or any of them (the "Indemnities"), liable for, and the Indemnitors shall indemnify, defend and hold harmless the Indemnities from and against, and reimburse the Indemnities for, any and all demands, claims, causes of action, fines, damages (including consequential damages), liabilities, judgments and expenses (including, without limitation, reasonable attorneys' fees) from any cause whatsoever incurred in connection with or arising from : (a) the use or enjoyment or manner of use or enjoyment of the Premises by Indemnitors or any person claiming under the Indemnitors; (b) any activity, work or thing done or permitted by the Indemnitors in or about the Premises; (c) any breach, violation or non-performance by the Indemnitors and/or their agents, employees, contractors or invitees of any term, covenant or provision of this Agreement or any law, ordinance or governmental requirement of any kind; and (d) any injury or damage to the person, property or business of the Indemnitors and/or their agents, employees, contractors or invitees or any person otherwise present on the Premises. If any action or proceeding is brought against the Indemnities, or any of them, by reason of any such real or claimed damage or injury, the Indemnitors, upon written notice from the Indemnities, or any of them shall defend the same at the Indemnitors' sole expense with counsel reasonably satisfactory to Blue & Gold Fleet, L.P.

2. Waiver and Release: The undersigned, as a material part of the consideration to Blue & Gold Fleet L.P. for the grant of right to enter upon and use the Premises for the specific purpose set forth above, by this Agreement waive(s) and release(s) all claims of whatever kind or nature against the Indemnities, and each of them, with respect to all of the matters set forth in paragraph 1 above.

3. The undersigned further agree(s) and do(es) hereby assume any and all risks of whatever kind or nature, whether foreseen or unforeseen, latent or patent, in connection with any and all activities undertaken by the undersigned, and each of his/her/their agents, employees, contractors and/or invitees on, in or upon the Premises.

4. The undersigned represent(s) and warrant(s) that he/she/it/they (individually and/or collectively, as the case may be) has/have the actual and legal capacity and authority to enter into this Agreement and that he/she/it/they have all the necessary permits, licenses, etc. for the lawful use of the Premises, as aforesaid.

5. The undersigned further agree(s) that he/she/it/they shall conduct the activities specified in this Agreement at the times and in the places prescribed by Blue & Gold Fleet L.P., and that he/she/it/they will immediately cease and desist from all activities in, on or about the Premises and vacate the Premises upon the verbal or written request of Blue & Gold Fleet L.P.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_