

ANCHOR ROOM EVENTS AT SUNBURST HARBOR MARINA

ALCOHOL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT _____ I

acknowledge that Sunburst Harbor Marina, Anchor Room does not provide, sell, or serve food and/or alcoholic beverages for events held at 6721 East Harbor Rd. Marblehead, OH 43440. Sunburst Harbor Marina, Anchor Room, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I consume alcohol or food products on the property owned by Sunburst Harbor Marina, Anchor Room, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I provide alcohol and/or serve food to family, friends, guests, or third parties on property owned by Sunburst Harbor Marina, Anchor Room, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

ALCOHOL

That it is understood and agreed that the Client may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. "Shots", "Jagers" (Jagermeister) or "Energy Drinks" will not be permitted at any time.
3. Client hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Client hereby expressly grants TEC, at TEC's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the TEC representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Client hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Client's function or event.

That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21)

consume alcohol on the property owned by Sunburst Harbor Marina, Anchor Room, I am solely responsible for the safety and well-being of that individual.

That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

FOOD

The food server is expected to sanitize all food preparation surfaces before they come into contact with food products. Proper hygiene is required at all times. All food must remain covered at all times prior to plating and bussing. All trash must be collected and properly bagged. Failure to properly clean the catering area will result in additional costs and will be charged to the Client. In addition to the foregoing, the food server is responsible for cleanup of the event areas. Please allow sufficient time for cleanup of all designated areas at the conclusion of your event. Trash, especially food and drink debris may not be left out for cleanup the following morning. All event trash must be disposed of in designated areas at the conclusion of the event.

Sunburst Harbor Marina, Anchor Room's kitchen is a production space and is to be used only for final food preparation, plating, and bussing. Sunburst Harbor Marina, Anchor Room does not provide dishes, glassware, pots, pans, knives utensils, etc. The kitchen will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

RELEASE

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: any and all employees and/or representatives providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, and do so into perpetuity.

That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge Sunburst Harbor Marina, Anchor Room, its owners, operators, employees, agents, and servants from any and all liability, property damage, personal

injury, death, disfigurement, or loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify Sunburst Harbor Marina, Anchor Room, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

By signing below, you agree to this Waiver & Release of Liability.

Signed this _____ day of _____, 20____, at Marblehead, Ohio.

Signature of Client Renting Facility

Printed Name of Client

Name of Person(s) Providing Alcohol

Signature - Sunburst Harbor Marina, Anchor Room

Printed Name - Sunburst Harbor Marina, Anchor Room