

RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, entered on this Monday, July 31, 2006, by and between **BAY BREEZE YACHT CHARTERS, Inc.**, a Michigan Company ("Bay Breeze") Traverse City, Michigan and ("Charter Party")

RECITALS:

- A. Bay Breeze is in the business of chartering watercraft to individuals for recreational purposes.
- B. Skipper has provided a resume' of his/her experience to Bay Breeze, and Bay Breeze is relying on said resume' in allowing Charterer to charter one of its vessels.
- C. Bay Breeze and Charterer have entered into a Charter Rental Agreement, which agreement is specifically incorporated by reference. It is the desire of both Bay Breeze and Charterer to enter into this agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Charterer has chartered and captained a sailing yacht similar to the yacht being chartered and represents to Bay Breeze that Charterer has sufficient expertise and the capability of safely operating the vessel under any and all conditions, which may arise.
2. That Charterer recognizes the operation or "making way" of the vessel after dark is strictly prohibited. Additionally, operation of the vessel while intoxicated, under the influence of a controlled substance or racing is strictly prohibited and subject to immediate termination of Charter. Incidences related to these items may not be covered by insurance claims.
3. That Charterer is further aware that weather and other conditions beyond his/her control can and do, rapidly change.
4. That Charterer acknowledges that he/she has been given adequate and sufficient warnings as to the inherent and potential dangers associated with the operation and use of the vessel, and assumes any and all risk associated with its use and operation.
4. That Bay Breeze does agree that if, after reading this agreement Charterer requests, Bay Breeze shall supply a licensed captain for the benefit of Charterer at an additional charge, prior to the chartering of the vessel.
5. That Charterer has fully inspected the sailing vessel which he/she is chartering, and is fully aware of its present condition and accepts the yacht in its present condition as is.
6. That Charterer agrees to notify any and all of his/her guests who may come onboard the vessel during the term of Charterers agreement with Bay Breeze, of all inherent and potential dangers associated with the use and enjoyment of the vessel. It is further agreed that all guests on the vessel shall be the invitees of the Charterer, and they shall be further informed, that neither Bay Breeze nor the owner of the vessel shall owe any duty of any kind or nature.
7. The Charterer and his/her heirs, executors, administrators, successors, or assignees, do hereby expressly stipulate and agree to release, indemnify and hold forever harmless, Bay Breeze against any and all claims, demands and actions of any kind or nature, which may hereafter at any time be made or instituted against Bay Breeze, its successors, assigns, employees, officers, directors, principals, and agents against any and all action, causes of action, debts, dues, claims and demands of every kind or nature, both at law and in equity, which may now or at any time in the future, arise or be associated with the operation and/or use of the sailing vessel, and does further agree to reimburse or make good any loss, demand or cost including reasonable attorney's fees, which Bay Breeze, its successors, assigns, employees, officers, directors, principals or agents may have to pay if any litigation arises from any such claim or action.
8. The laws of the state of Michigan shall govern any and all actions and the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, parties have executed this agreement the day, the month and year first written above.

BAY BREEZE YACHT CHARTERS, Inc.

CHARTERER

BY: _____

"Charter Party"