



CALIFORNIA MILITARY INSTITUTE PROM 2023

California Military Institute

Friday, May 5, 2023
 Boarding: 06:00 PM
 Cruising: 07:00 PM-10:00 PM
 Vessel: Endless Dreams

California Military Institute
 n/a
 951-440-3573
 vanessa.patino@puhsd.org

Departing: Hornblower South
 2431 West Coast Hwy, Newport Beach,
 CA 92663, USA
 Disembarking: Hornblower South
 2431 West Coast Hwy, Newport Beach,
 CA 92663, USA

California Military Institute
 US
 +19514403573
 vanessa.patino@puhsd.org

Monica Heckenberg
2825 Fifth Ave. San Diego CA 92103 US
1 (619) 725-8820
monica.heckenberg@hornblower.com

Order Number: 14002443
 Guest Count: 250

Cruise Experience

Experience Newport Beach from a whole new perspective. With our selection of cruise experiences, Southern California has never been more exciting! Hornblower creates amazing experiences where you'll enjoy the natural beauty of California's Coast.

Vessel

This ship is the diamond in Newport Beach Hornblower fleet. Endless Dreams lives up to its name with three levels of event space offering endless possibilities for company meetings or dinner, celebrations and trade shows, and weddings or receptions.

This diamond in the Newport Beach fleet, is the largest charter yacht in the harbor with 6,000 sq. ft. of event space on three spacious decks, which can host up to 450 guests. Since the yacht was launched in 2002, she has represented the very pinnacle of coastal contemporary yacht design. The huge bay windows of indoor dining decks and dance floors make for spacious elegance coupled with fine attention to detail. The sophisticated interior design in stylish blues and grays appointed with granite bars, modern woodwork, brushed chrome accents, and custom lighting make the yacht ideal for upscale large events. Other features include large screen televisions, Wi-Fi, a stage, and carpeted sky lounge for stargazing.

Endless Dreams has been featured on:

CSI: Miami, HBO's Entourage, Showtime's Dexter, and the KTLA Morning Show. Recently Endless Dream was featured in a music video

Guest Count Minimum

225

Endless Dreams - 3 Hour Charter Fee

- Endless Dreams is located at:
2431 West Coast Highway
Newport Beach, CA 92663
- Since her launch in 2002, Endless Dreams has represented the very pinnacle of charter yacht design: spacious elegance and sophistication coupled with a fine attention to detail. This unique blend makes her ideal for large events. The 140-foot yacht accommodates up to 450 guests and boasts modern wood, granite and stainless steel accents inside, plus features such as plasma televisions and a playful outdoor balcony fit for stargazing.

Beverages

Soda Bar

Food

Prom Menus

Entertainment

DJ for Dancing, Up to 4 Hours

- Our talented DJ will spin selections of your favorite tunes from the past and present. Dance the time away as the sights pass you by! Please advise us if you have particular requests. **Includes 30-minute DJ consultation (3-weeks prior to event date) to discuss needs. Any additional consultation time needed with DJ will be an additional cost at \$50/hour.*
- Holiday rates apply for all major holidays as well as Fridays and Saturdays in December
-

Enhancements

Standard Linens & Decor

- Includes Standard White Linens, Napkins, and LED Votive Candle as Centerpiece

Security Guard(s)

For your guests' safety, Hornblower will staff security based on your group size and event type. We reserve the right to require additional Security at an additional cost to Charterer

- A light "concert style" pat-down and hand-bag search will be performed by the security guards as the group boards the yacht. ONCE A GUEST HAS ARRIVED, IN-AND-OUT PRIVILEGES ARE NOT ALLOWED. Students will not be allowed to board or continue to sail if they are intoxicated or endangering others or the yacht. A chaperone will then be responsible for driving any students home that are not allowed to board. The onboard contact should have a list of all parent's phone numbers. In the event it is needed a parent will be contacted to pick up the student
- ANY damage incurred by the students or any vendors hired by the school will be extremely costly and will be the responsibility of the school
- It is the responsibility of the school administration and chaperones to ensure that the students act appropriately. Any student determined by HCE staff to be acting unruly or under the influence of alcohol or any illegal substance will be turned over to the school administration and will be asked to leave the facility.
- At the conclusion of the contracted event time, all of HCE staff and security will depart facility. It is the school's responsibility to ensure all students are safely off the premises. Please note that this facility does allow armed personnel if approved ahead of time (i.e. security, school police, etc.)

- **SHOES MUST BE WORN AT ALL TIMES** - Wearing high-heeled shoes is not recommended for school dances and proms. Most students remove their shoes soon after arrival, which means they will have to bring another more comfortable pair of shoes to wear for the rest of the evening.

Items not permitted on board:

- Alcohol / Flasks - Glow in the Dark Items - Sharp Objects - All Tobacco Products - Lighters / Matches - Water Bottles - Any Illegal Substance - Markers - Wallet Chains - Canes & Zoot Chains - Pens & Pencils - Weapons - Gum / Open Mint Containers - Containers w/ a screw-on cap or lid including perfume / cologne bottles
- *All items taken from the students will be placed in a box and given to the school administrator in charge of the evening. It will be left to the discretion of the school administrator to either return the items or dispose of them. This list of items to be confiscated is subject to change. Please send a list of any additional items you would like confiscated.*

Signature Service

Our standard style of service for your event includes:

- Banquet Tables & Chairs
- Crisp White Table Linens and Napkins
- 4" Votive Candle - 1 per table
- Glass stemware
- China for all food service
- Complimentary with all Hornblower private events!

Deck Layout

Sky Deck



Main Dining Room



Entertainment Deck



Order Details

Security Guard, 1 per 75:

For your guests' safety, Hornblower will staff one security guard for every 75 passengers. We reserve the right to require additional Security at an additional cost to Charterer.

A light "concert style" pat-down and hand-bag search will be performed by the security guards as the group boards the yacht. ONCE A GUEST HAS ARRIVED, IN-AND-OUT PRIVILEGES ARE NOT ALLOWED. Students will not be allowed to board or continue to sail if they are intoxicated or endangering others or the yacht. A chaperone will then be responsible for driving any students home that are not allowed to board. The onboard contact should have a list of all parent's phone numbers. In the event it is needed a parent will be contacted to pick up the student

Please keep in mind that ANY damage incurred by the students or any vendors hired by the school will be extremely costly and will be the responsibility of the school. It is the responsibility of the school administration and chaperones to ensure that the students act appropriately. Any student determined by HCE staff to be acting unruly or under the influence of alcohol or any illegal substance will be turned over to the school administration and will be asked to leave the facility. At the conclusion of the contracted event time, all of HCE staff and security will depart facility. It is the school's responsibility to ensure all students are safely off the premises. Please note that this facility does allow armed personnel if approved ahead of time (i.e. security, school police, etc.)

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Zero Tolerance:

Hornblower Cruises adheres to ZERO TOLERANCE LAWS!

1. Any alcoholic beverages or illegal drugs found prior to departure will be confiscated.
2. Any alcoholic beverages or illegal drugs found on board while cruising will result in a call to the Harbor Police and immediate termination of your event without refund.
3. Any underage drinking while cruising will result in a call to the Harbor Police and immediate termination of your event without refund.
4. All IDs will be checked prior to boarding and wrist bands will be used for age identification at the bar.

Terms

Deposit: In order to hold pricing a \$6,437.31 deposit must be received by 12/16/2022.

Guaranteed Guest Count: Due 04/14/2023. (21 days prior to sailing)

Final Balance: Due 04/14/2023. (21 days prior to sailing)

You and your guests will comply with all applicable health orders in effect on the date of your cruise, including without limitation vaccination requirements and masking requirements. We will comply with all health orders in effect on the date of your cruise that apply to our employees. For more information, please visit: <https://www.covid19.ca.gov/>

| Item/Type | Quantity | Unit Price | Total |
|-------------------------------------|----------|-------------------|--------------------|
| Guest Count Minimum | 1 | \$0.00 | \$0.00 |
| Endless Dreams - 3 Hour Charter Fee | 1 | \$10,500.00 | \$10,500.00 |
| Soda Bar | 250 | \$7.00 | \$1,750.00 |
| Prom Menus | 250 | \$29.00 | \$7,250.00 |
| DJ for Dancing, Up to 4 Hours | 1 | \$895.00 | \$895.00 |
| Standard Linens & Decor | 1 | \$0.00 | \$0.00 |
| Security Guard(s) | 3 | \$250.00 | \$750.00 |
| Signature Service | 1 | \$0.00 | \$0.00 |
| | | Subtotal | \$21,145.00 |
| | | Sales Tax | \$979.09 |
| | | Landing Fee | \$1,480.15 |
| | | Fuel Surcharge | \$525.00 |
| | | Fees | \$1,620.00 |
| | | Total | \$25,749.24 |
| | | Deposit Amount | \$6,437.31 |
| | | Deposit Due on | 12/16/2022 |
| | | Payment | \$0.00 |
| | | Final Balance Due | \$25,749.24 |

Passenger Agreement

PASSENGER CHARTER AGREEMENT

This Passenger Charter Agreement is a legally binding agreement between California Military Institute (“Charterer”) and Hornblower Yachts, LLC. for the event described (“Event”) on the attached Cruise Summary. The attached Cruise Summary is incorporated by reference and made a part of this Passenger Charter Agreement, (collectively the “Agreement”).

This Agreement is between to Hornblower Yachts, LLC, dba City Cruises anchored by Hornblower and Charterer, and is not enforceable by any other party.

1. Defined Terms. These defined terms are in addition to any other terms defined throughout this Agreement.

“City Cruises” refers to Hornblower Yachts, LLC, dba City Cruises anchored by Hornblower, and for the purposes of the defenses, limitations of liability and its rights in this Agreement only, it also includes City Cruises’ Directors, Officers, agents, owners, employees, charterers (other than You) and the ship on which You have or will travel.

“Laws and Regulations” means all requirements of all laws, orders, ordinances, and regulations of the federal, state, county, and municipal authorities, the terms of this Agreement, and directives and orders from City Cruises and its employees, and the captain and personnel of the Ship.

“Passenger” refers to You (whether participating in the event or not) and any and all persons traveling under the Agreement, including all of Your guests and any of Your third-party vendors.

“You” or “Your” refers to the Charterer under this Agreement.

2. Deposit & Payment Terms . To secure Your Event, City Cruises requires a deposit of 50% of the total event price (“Deposit”), as shown in the Cruise Summary, along with this signed Agreement. You must provide City Cruises with a final guaranteed guest count at least twenty-one (21) days before the date of Your Event, and that guest count will then be the basis for a minimum charge for Your Event. If You do not provide City Cruises with that final guest count at least fourteen (14) days before the date of the Event, the most recent Cruise Summary calculation will be the minimum charge. If You request any menu changes to any pre-selected menu less than fourteen (14) days prior to the date of the Event, You agree to pay the full cost of any such changes as billed to You. All outstanding balances on Your total Event price (“Total”), including those based on the final guaranteed guest count, are due twenty-one (21) days before the date of the Event. City Cruises has the right to cancel Your reservation and this Agreement, and keep the total of any payments received, if any amount owed to City Cruises is not paid in full by the required payment date. Please do not risk cancellation by making late or only partial payment. All payments should be made in cash, certified check, ACH/wire, company check or credit card. If You give City Cruises a dishonored check, You agree to repay City Cruises for the full amount of the failed payment, and to pay for all costs, including reasonable attorneys’ fees, City Cruises incurs in collecting these amounts. You agree to pay any applicable Federal, state, county, or municipal transaction taxes related to this Agreement except in the case where You have submitted valid tax-exempt documentation.

3. Number of Passengers. You agree to pay for all guaranteed guests as determined under Section 2 on this Agreement regardless of whether they attend the Event. Passengers may be added if space is available. You agree to pay for any additional passengers You bring to the Event that exceed the number of passengers guaranteed on this Agreement at the same rate listed in the Cruise Summary. Payments for any such additional guests, or additional services You request either before or during the Event, are due at the end of the Event.

4. Cancellation Terms. Once You have posted Your Deposit and given City Cruises this signed Agreement that City Cruises has accepted, City Cruises will reserve the vessel, or portion thereof, for the Event (“Ship”), for the times specified and start to make all necessary arrangements. That means that City Cruises will not book a conflicting event and will be required to turn away other requests. For that reason, and because of the work City Cruises will have performed, City Cruises’ cancellation fee policy is as follows: (a) In the event City Cruises receives a written cancellation notice from You at least one hundred twenty (120) days before the date of the Event, City Cruises will retain 25% of the Total and will refund the remainder of the Deposit; (b) If City Cruises receives a written cancellation notice from You less than one hundred twenty (120) days before the date of the Event, but more than twenty-one (21) days before that date, City Cruises will retain the full Deposit; (c) If City Cruises receives a written cancellation notice from You twenty-one (21) days or less before the date of the Event, You will be liable for the full amount of the fees shown in the Total. Any deposits given to City Cruises less than twenty-four (24) hours before departure are non-refundable. Cancellations due to Force Majeure are outlined below in this Agreement.

5. Taxes and Fees. Applicable state and local taxes, fuel surcharge fees, administrative fees and landing fees are included in the Total. These taxes and fees are not distributed to employees. Tax-exempt groups are required to submit a tax-exempt letter from the applicable jurisdiction. Photo packages are taxed on the portion of the retail price related to estimated photo finishing costs, which is 10%. The ticket price is allocated 30% to the meal and 70% to the cruise. Any administrative fee does not represent a tip or gratuity for City Cruises’ service staff and is used to cover certain direct cruise costs related to the operation of the cruise. Similar to a banquet facility, City Cruises’ service staff is paid a higher

hourly wage to provide Your onboard service. It is appropriate to leave a gratuity for any onboard purchases or if You feel that You received exceptional service. Any such gratuities will be distributed to designated team members of City Cruises' crew who performed services for the Event and You agree that City Cruises may do so.

6. Boarding Time, Disembarkation, & Parking. Please refer to the Cruise Summary for the exact boarding time of Your Event. City Cruises anticipates the Ship to return to the dock approximately fifteen (15) minutes before the scheduled end time. It is expected You shall use this time for disembarkation. In the event You and Your guests have not fully disembarked the Ship within fifteen (15) minutes after the scheduled end time, City Cruises reserves the right to charge You a reasonable overtime charge.

7. Food and Beverages. Coffee, tea and iced tea are included with the price of Your Event. If You have not pre-purchased a bar package for Your group, alcohol and soft drinks are available for purchase on board. No food or beverage may be brought onto the Ship without City Cruises' prior authorization, granted in City Cruises' sole discretion. No food or beverage may be removed from the Ship.

8. Legal Authority of Signor. You represent and warrant to City Cruises that You are duly authorized to execute and deliver this Agreement and that this Agreement, when executed, constitutes a binding and legal obligation enforceable against You in accordance with its terms.

9. Change in Itinerary/Cancellation. Water travel involves uncertainties not present in land facilities. City Cruises may, in its sole discretion, remain dockside, substitute vessels, change the course or schedule of the Event, discontinue the Event, or cancel the Event for any reason. City Cruises shall have no liability arising from any such change of course or schedule, change of vessel, discontinuance, cancellation, or other failure to depart from or arrive at any port at the scheduled or announced time. Except as otherwise provided herein, if the Event is cancelled before commencement, You will be entitled, as Your exclusive remedy, to receive a refund of the total payments City Cruises has received from You for the Event. In no event will City Cruises be liable to You for any damages including but not limited to compensatory, consequential, incidental, exemplary or punitive damages.

10. Guest Comfort and Safety. City Cruises agrees to transport the number of Passengers stated in this Agreement. Additional passengers may be added based on availability. In the interests of safety, You may not have more guests on the Ship for the Event than the Ship is certified by the United State Coast Guard to carry. You agree to pay for all Passengers who are actually on the Ship and in any event for not less than the number of guaranteed Passengers which is based on this signed Agreement. You must provide appropriate adult chaperones over the age of 25 to accompany groups under eighteen (18) years of age. City Cruises reserves the right to require security services for the Event, at Your sole cost.

11. Alcohol; Illegal and Controlled Substances. City Cruises has a zero-tolerance policy. No one under the age of twenty-one (21) will be served, or may consume, alcoholic beverages onboard. City Cruises reserves the right to deny or restrict the service of alcohol to any Passengers. You may not attempt to have City Cruises serve alcohol, or Yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on the Ship by a minor. The use of illegal or controlled substances, including marijuana, on the Ship is prohibited. Remember while aboard the Ship Federal controlled substance laws apply, and You are subject to the jurisdiction of the United States Coast Guard. City Cruises reserves the right to discontinue the Event if illegal or controlled substances, including marijuana, are being used. No refunds or exchanges will be given. Neither may You, anyone acting for You, or Your guests bring animals, alcoholic beverages (except by special arrangement with City Cruises), explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Ship. Unless City Cruises has given its express prior written approval thereto, all Passengers boarding the Ship for a Moonlight Cruise (any Event beginning after 11:00 p.m.) must be 21 years of age or older and must present a valid picture I.D. Neither City Cruises nor its employees shall be liable for any mistake in judgment making this determination.

12. Passenger Condition/Disabled Guests. City Cruises welcomes the opportunity to host and assist disabled guests. Please help City Cruises by telling City Cruises (preferably in writing) at the time You book Your Event, or as soon as possible, of any guest needing special assistance due to physical or mental disability requiring special accommodation during the Event. Please also let City Cruises know if a service animal is contemplated, so City Cruises can be helpful. City Cruises may limit the availability of passage if unable to accomplish an accommodation consistent with passenger safety.

13. Passenger Screening and the Authority to Refuse Transport and Remove Passengers. City Cruises strives to conduct a safe enjoyable Event for all guests. In accordance with the Maritime Transportation Security Act of 2002, all passengers and their belongings are subject to search as directed by City Cruises' Captain or his/her designee. City Cruises reserves the right to refuse to transport any Passenger, and to eject any Passenger at any port of call, at the Passenger's expense. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations or any directive established during the Event for the general safety and comfort of others aboard the Ship, one of City Cruises' employees (most likely the Captain or his/her designee) will be the sole judge of the condition of the Passenger and the appropriate measures to be taken. Neither City Cruises nor its employees shall be liable for any mistake in judgment making this determination.

14. Approved Activities. Not every activity is appropriate for City Cruises' vessels. City Cruises reserves the right to approve all Event activities. Only approved activities shall take place. You agree to obtain all special permits or licenses required for Your Event at Your expense. You will deliver all required permits or licenses to City Cruises thirty (30) days prior to the Event. City Cruises shall display any permits during the Event.

15. Compliance with Laws and Regulations. You agree to observe and obey all the Laws and Regulations, inform all Passengers You bring with You of the Laws and Regulations, and obtain the consent of all Passengers to observe and obey the Laws and Regulations.

16. Third Party Vendors. You agree not to hire anyone to perform services or sell goods in the boarding area or on board the Ship unless You notify City Cruises in advance, and City Cruises reserves the right to refuse such services or goods if inappropriate. City Cruises reserves the right to require satisfactory evidence of general liability insurance naming City Cruises as an additional insured and worker's compensation insurance with a waiver of subrogation as to City Cruises from those You hire or employ to be aboard City Cruises' vessels and facilities. Anyone You hire will work only for You, and they are not City Cruises' subcontractors or employees. You agree to be solely responsible to insure, defend, indemnify and hold harmless City Cruises from any claims involving those You hire in conjunction with Your Event.

17. Passenger Liability and Responsibility for Your Guests. Please help City Cruises assure a safe and enjoyable time for all. (a) You are responsible for the conduct and supervision of the Passengers on the Ship, including compliance with Sections 7 (Food and Beverage), 12 (Alcohol; Illegal and Controlled Substances), and 16 (Compliance with Laws and Regulations); (b) You agree to promptly pay City Cruises for any and all loss of or damage to the Ship, any equipment, decoration or fixtures caused by You or any Passenger attending the Event, including any damage or loss caused by the failure to act in accordance with the terms of this Agreement, or a directive of the Ship's crew; (c) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises or the Ship as a result of any material misrepresentation made by You, including but not limited to, any false statements concerning the intended activity of Your group, the falsely claimed need to provide Passengers with medical services, or the unfounded claim of injury; (d) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises as a result of any personal injury or damage caused by Your negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of any Passenger, including any minor.

18. Publicity. You hereby irrevocably grant to City Cruises the right to use, reproduce, create derivative works of, publish, display, and otherwise make publicly available Your name, voice, image, likeness and any other identifying characteristics of You as contained in images, video, film or sound recordings from the Event, in any manner, on or in City Cruises' products, merchandise, goods or for purposes of advertising, promoting or otherwise selling City Cruises' services, and soliciting purchases of, products, merchandise, goods or services, in any and all media, including its websites and social media channels, on a perpetual and worldwide basis, all without compensation to You. You release City Cruises from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of Your right of publicity, false light and defamation. You further agree to cooperate fully with City Cruises, upon City Cruises' request, in obtaining all necessary releases from any Passengers shown or depicted in any recordings or photographs from the Event.

19. Indemnification. You agree to indemnify, defend, and hold City Cruises harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon City Cruises, arising from or relating to any alleged negligent or wrongful act, omission or violation of Laws or Regulations by You, or any Passenger, including any minor Passenger; and (b) any liability, cost or expense (including all legal expenses) incurred by or imposed upon City Cruises, associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage arising from or relating to any alleged negligent or wrongful act of You, or any Passenger. Further City Cruises agrees to indemnify and hold You harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors, from any liability or costs (including reasonable legal fees) incurred in defense of any claim made by any person (including members of Your party) arising from injuries or death to persons or damage to property caused by the negligent acts or omissions of City Cruises and/or its employees.

20. Limitation of Liability. (a) In the event a passenger is injured, becomes ill, dies, or property is lost or damaged, city cruises will not be liable for any damages unless the occurrence was due to city cruises' negligence or willful fault. City Cruises disclaims liability under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to a passenger caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the ship; (ii) the result of the passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the ship; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the ship. In no event will city cruises be liable for any consequential, incidental, exemplary or punitive damages. (b) City Cruises assumes no liability in respect of the acts or omissions of any third party. In addition to the limitations of, and exemptions from, liability granted under the agreement, City Cruises also retains any and all limitations of, and exemptions from, liability accorded to ship owners and tour operators by statute or rule of law including, without limitation, those provided for in 46 United States code app. sections 30501-30511. (c) To the maximum extent permitted by law, including 46 United States code. sections 30501-30511, You, on behalf of yourself and any and all of your heirs, successors and assigns, covenant not to sue or to institute or cause to be instituted any kinds of claim or action in any foreign, federal, state or local agency or court against City Cruises arising out of, in the course of, from or attributable to the event or the agreement.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. In keeping with federal, state and local guidelines, City Cruises has put in place comprehensive preventative measures aimed at preventing the introduction to and the spread of COVID-19 during your event; however, despite City Cruises' mitigating efforts, City Cruises **cannot guarantee** that passengers will not be exposed to COVID-19 during your cruise. Therefore, without limiting the foregoing limitation of liability, the following terms and conditions are effective for all events:

(1) Guest assumption of risk - passengers acknowledge the contagious nature of covid-19 and that, despite City Cruises' effort to mitigate such dangers, passengers may be exposed to or infected by COVID-19 during your participation in the event, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Passengers understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of anyone. Passengers assume all of the foregoing risks and are solely responsible for any resulting injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, related to COVID-19, that passengers may experience or incur in connection with the event ("COVID claims").

(2) Guest waiver of City Cruises' liability - passengers release, covenant not to sue, discharge, and hold harmless City Cruises, its employees, agents, and representatives, of and from the COVID claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This release includes any claims based on the actions, omissions, or negligence of City Cruises, its employees, agents, representatives, vendors, and independent contractors whether a COVID-19 infection occurs before, during, or after participation in the event.

21. Time Limits for Noticing Claims and Filing and Service of Lawsuits. (a) In any case governed by 46 United States code section 30508, passengers may not maintain a lawsuit against City Cruises or the ship for loss of life or bodily injury unless written notice of the claim is delivered to City Cruises not later than six (6) months after the day of death or injury, the lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on City Cruises is made within thirty (30) days following the expiration of that one (1) year period. (b) For all other claims, including but not limited to claims for loss or damage to property, breach of agreement, illness or death or injury, not governed by 46 United States code section 30508, passengers may not maintain a lawsuit against City Cruises or the ship, nor will City Cruises or the ship be liable therefore, unless City Cruises is provided with written notice of claim within thirty (30) days after conclusion of the event, the lawsuit for such claim is commenced not later than one (1) year after conclusion of the event, and valid service of the lawsuit on City Cruises is made within thirty (30) days following the expiration of that one (1) year period. In the case of a claim by or on behalf of a minor or legally incompetent person, the time periods described above shall begin to run on the earlier of: (i) date of appointment of a legal representative for the minor or legally incompetent person, or their estate (as the case may be); or (ii) three (3) years after the day of death, injury or damage, as applicable.

22. Governing Law. The Agreement and its interpretation shall, to the maximum extent allowed, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the state from which the Ship departs.

23. Choice of Forum/Venue. The parties expressly agree that any and all disputes and matters arising under or in connection with the Agreement or the Event shall be litigated in and before the United States District Court located in the County of Orange, California, or as to those lawsuits as to which the Federal Courts of the United States lack jurisdiction, in the courts of Orange, California, to the exclusion of all other courts.

24. Arbitration. The parties agree to submit any solely contractual dispute to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 24 above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Agreement.

25. Force Majeure. The parties shall not be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; regulations adopted after the date of this Agreement by a health agency in response to a pandemic that prevents the Event from taking place; or thing whatsoever beyond the control of the parties; provided, however, that the occurrence of any of the above circumstances arising out of the failure of a prospective guest or other individual to be fully vaccinated against the coronavirus shall not be deemed a force majeure. Should either party be unable to perform due to the above, all Your deposits and payments will be credited towards a future cruise event to be performed within twelve (12) months of initial Event date. If City Cruises does not perform the Event for any of the reasons enumerated herein, or if the Captain deems it necessary to end the Event in the interest of safety to the crew, vessel or guests, You agree that City Cruises does not owe You damages and You will be entitled only to an appropriate refund, which City Cruises will determine, of what You have paid but which City Cruises was not able to provide. If for any reason, City Cruises does not provide the Ship You selected, City Cruises may provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, and City Cruises may also change the location from which the Cruise sails, if circumstances require it. If City Cruises fails to provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, City Cruises will refund one hundred percent (100%) of the deposit and fees You paid, but City Cruises will have no further obligations or any other liabilities to You or Your Passengers.

26. Transferability; Severability; Miscellaneous. Nothing contained in this Agreement shall limit or deprive City Cruises of the benefit of the applicable Federal Maritime Law, statutes and laws of the United States of America or the statutes and laws of the state from which the Ship departs. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any prior oral, or implied or other agreements between the parties. This Agreement can only be modified by a writing signed by the parties. The Agreement cannot be transferred by

You. City Cruises shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release City Cruises of any obligations pursuant to this Agreement. Any additions, deletions, or other alterations to, or waivers of any term of, the Agreement which are purported to have been made by City Cruises and which have not been agreed to in writing by City Cruises will not be legally binding upon City Cruises. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of the Agreement will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction. Unless otherwise specified herein, no failure or delay on the part of any party in exercising any right or remedy will operate as a waiver thereof; and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity. Section headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof. The representations, warranties, covenants, confidentiality, title, proprietary rights, and indemnification provisions set forth in this Agreement shall survive the termination of this Agreement and continue in full force and effect.

27. Electronic Copy. The parties agree that an electronic copy of this Agreement shall be deemed to be an original of this Agreement for all purposes.

Thank You For Choosing City Cruises anchored by Hornblower!

Date

Authorized Representative - Signature

California Military Institute

California Military Institute

Name of Organization

Authorized Representative - Print Name