

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

This Agreement is by and between The San Francisco Bar Pilots Association, a California unincorporated association, (hereinafter referred to as "SFBP") and the San Francisco Bar Pilots Benevolent and Protective Association, a California mutual benefit non-profit corporation, (hereinafter referred to as "B&P", collectively, "the SFBP Entities") on the one hand, and the Sea Fox Nautical Foundation (hereinafter referred to as "Sea Scouts"), (Collectively, "the Parties"). This Agreement becomes effective upon the date ("effective date") signed by the Parties.

Whereas, B&P is the owner, and has good title to, and SFBP is the operator of that certain Pilot Vessel GOLDEN GATE, official number 990713 keel laid 1993, (herein after, "the Vessel", or "P/V GOLDEN GATE");

Whereas, the P/V GOLDEN GATE is no longer commercially operable under current California Air Resources Board Harbor Craft Regulation;

Whereas the SFBP Entities now desire to donate the P/V GOLDEN GATE to the Sea Scouts, for use as a scout training vessel;

Whereas, the Sea Fox Nautical Foundation now desires to accept donation from the SFBP Entities of the P/V GOLDEN GATE for use as a scout training vessel;

Now therefore, The SFBP Entities and Sea Scouts agree as follows, for the consideration of \$1.00, which consideration is agreed by the parties to be sufficient consideration for the contemplated Agreement:

1. The Parties Agree that the foregoing provisions of this Agreement are true and correct.
2. The SFBP Entities agree to transfer title of the P/V GOLDEN GATE to Sea Scouts, on an "AS IS, WHERE IS" basis, with all faults, if any, in exchange for \$1.00.
3. Sea Scouts acknowledges and accepts that the Vessel is being transferred to it on an "AS IS, WHERE IS" basis, and that the SFBP Entities make no warranties, express or implied, as to the condition of the Vessel, or its suitability for a particular purpose, including its engines, generators, air compressors, cranes, machinery, masts, spars, riggings, boats, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging,

whether now owned or hereafter acquired, whether on board or not, and all additions, renewals and replacements hereafter made in or to the Vessel.

4. The Parties agree to cooperate in the execution of all documents required to consummate this transfer, including all United States Coast Guard Vessel Documentation documents.

5. Sea Scouts acknowledges that the Vessel may no longer be used as a commercial vessel for any purpose in California under current California Air Resources Board regulations. Sea Scouts avows that it has no intention to so use the Vessel.

6. Sea Scouts agrees to the following WAIVER OF LIABILITY provision as a necessary and material condition of this Agreement whereby the SFBP Entities will transfer title of the P/V GOLDEN GATE to the Sea Scouts;

7. WAIVER OF LIABILITY: Sea Scouts waives and releases any right Sea Scouts, their members, affiliates, guests, distributees, agents, legal representatives and/or assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute the SFBP Entities or any of its members, officers, directors, instructors, staff members, agents, and/or affiliated organizations (altogether, "the Releasees") for monetary damages related to the death or injury of any person or damage to any property caused by, or arising out of or relating to the the P/V GOLDEN GATE, the use and operation thereof by Sea Scouts, including its engines, generators, air compressors, cranes, machinery, masts, spars, riggings, boats, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, whether on board or not, and including all additions, renewals and replacements hereafter made in or to the Vessel. This waiver applies whether or not the death, injury, or damage results from the negligence or other action, except intentional acts, of any of the Releasees.

- a. Waiver of Section 1542: The Parties recognize that they may not now fully know the number and magnitude of all claims they now have or in the future may have against each other, but nevertheless, intend to assume the risk that they are releasing such unknown claims that may arise out of or in any way be related to the Vessel and their acceptance and ownership thereof. The Parties nevertheless agree that this Agreement is a full and final release of all such claims, and as a further consideration and inducement for this Agreement, agree to waive the provisions of California Civil Code Section 1542, which provides as follows:

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 OR RELEASED PARTY.

3. ASSUMPTION OF RISK. Sea Scouts is aware that operating the Vessel, both at the dock or in open waters could potentially be hazardous, or expose persons onboard to hazardous conditions, which may be exacerbated by the age of the Vessel, her systems and equipment, including among other things, onboard fuels, solvents, and/or chemicals, and environmental conditions such as strong winds and high seas, collision with other watercraft or stationary objects such as shore, bridges, docks, pilings and buoys or other navigational hazards. With knowledge of the dangers involved, Sea Scouts voluntarily accepts all associated risks on behalf of itself and its members. SEA SCOUTS ACCEPTS AND ASSUMES ANY AND ALL RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE TO ITSELF, ITS MEMBERS, OR OTHERS, ARISING FROM THE USE OF THE VESSEL, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS OR GROSS NEGLIGENCE OF ANY OF THE RELEASEES.

4. INDEMNITY AGREEMENT: Sea Scouts agrees to indemnify, defend, and hold the Releasees harmless from any third-party claim, loss, liability, damage and/or cost, including reasonable attorney fees, that Releasees may incur as a result of Sea Scouts ownership and use of the Vessel, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts or gross negligence, of any of the Releasees.

5. SEVERABILITY: If a provision of this Agreement is or becomes illegal, invalid or unenforceable, whether in this jurisdiction or any other, that shall not affect the validity or enforceability of any other provision of this Agreement in this or any other jurisdiction.

6. DISPUTE RESOLUTION/FORUM SELECTION. The Parties agree that any controversy or claims arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitrator or mediator selected pursuant to this provision shall be a maritime attorney, (either practicing or retired) or judge (either sitting or retired), with experience presiding over or litigating maritime matters. The prevailing party in any legal proceeding to enforce the provisions of this agreement shall be entitled to an award of reasonable attorney fees. The provisions contained in this Section will survive termination or expiration of this Agreement.

7. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the SFBP Entities and Sea Scouts with respect to the transfer of title of the P/V GOLDEN GATE. It may not be amended or otherwise supplemented except by a written agreement between Sea Scouts and an authorized representative of the SFBP Entities. This Agreement shall survive in perpetuity as long as the P/V GOLDEN GATE remains in the possession, custody and/or control of Sea Scouts, its members, affiliates, successors and assigns.

SEA FOX NAUTICAL FOUNDATION AVERS THAT IT IS AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY IT TO INDEMNIFY THE RELEASEES.

Sea Fox Nautical Foundation

By:  Date: 11/5/2024

Its: SKIPPER - PRES.

For the San Francisco Bar Pilots Association, and the San Francisco Bar Pilots Benevolent and Protective Association:

By:  Date: 11/5/24

Capt. John Carlier, Port Agent and President, respectively