



Location:

1201 Terminal Avenue, Newport News, VA 23607

Mailing Address:

929 Glenrock Road, Norfolk, VA 23502

Guest Indemnity and Release

Date: _____

S23 Holdings, LLC and River Port, LLC
1201 Terminal Avenue
Newport News, Virginia 23607

Dear Sirs,

The undersigned is a contractor, guest or other invitee ("Guest") of _____ (collectively, "Ship Owner") and hereby requests permission to enter upon the property of River Port, LLC ("River Port") located at 1201 Terminal Avenue, Newport News, Virginia, including its pier (the "River Port Property") in order to go onboard and otherwise visit or furnish labor or materials to the Ship Owner's vessel named _____ (the "Vessel").

The undersigned Guest acknowledges that entering upon the River Port Property involves certain risk and that injuries, death, property damage or other harm could occur to the Guest. Accordingly, the undersigned Guest voluntarily assumes all risks of any injuries, damages or harm which arise out of or relate to the undersigned Guest entering upon the River Port Property unless such injuries, damages or harm result solely from the gross negligence or willful misconduct of River Port or its affiliates.

In order to induce River Port to permit the undersigned Guest's entry onto the River Port Property, the Guest hereby agrees to defend, indemnify and hold harmless S23 Holdings, LLC, River Port and their affiliates, together with their respective members, employees, agents, partners, managers and officers (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, judgments, settlements, fees, costs, expenses and disbursements (including without limitation reasonably attorneys', expert witness and consultants' fees and expenses and reasonable third-party costs of investigations) of any kind and nature whatsoever (collectively, "Losses"), and the undersigned Guest hereby releases and waives all claims and causes of action against the Indemnitees in respect of any Losses, that directly or indirectly arise out of or relate to (a) the Guest's entry or presence upon, or travel on or across, the River Port Property, or boarding or presence upon, or disembarking from, the Vessel while located at the River Port Property (individually or collectively, a "Property Entry"), (b) any personal or bodily injury, sickness or death suffered by the Guest or any other persons associated with the Guest's Property Entry; or (c) any property damage or destruction associated with the Guest's Property Entry. The Guest

assumes, releases and waives any right to claim or demand payment for any Losses incurred by the Guest on account of or in relation to the Guest's Property Entry unless such Losses result solely from the gross negligence or willful misconduct of River Port or its affiliates.

This indemnity and hold harmless letter may be executed in several counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same letter agreement. If any provision of this letter agreement is found to be invalid or unenforceable for any reason, such invalid or unenforceable provision shall be severed from this letter agreement and the remaining provisions of this letter agreement shall remain in full force and effect and enforceable against the undersigned.

GUEST:

(Signature)

Print Name: _____

Address: _____

Reason for Visit: _____

River Port, LLC

