



9200 East Mineral Avenue. Suite 166. Centennial, CO 80112
855-206-7594. <https://zephyrboating.com>

Name of Charter Company: _____ shall indemnify, hold harmless, and defend (collectively “indemnify” and “indemnification”) Zephyr, Inc. dba Zephyr Boating, LLC and its directors, officers, employees, agents, stockholders Affiliates (collectively, “Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses of or by a third party, including but not limited to reasonable attorney's fees and costs (collectively, “Claims”), which arise out of or relate to (1) any breach of any representation or warranty of Company regarding the operation of a boat while using Zephyr Inc.'s technology platform, (2) any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law, (3) any third party Claims for infringement which arise out of, relate to or result from any act or omission of Company, in each case whether or not caused by the negligence of Zephyr, Inc. or any other Indemnified Party and whether or not the relevant Claim has merit.

Signature_____

Date:_____