

**BOOKING TERMS AND CONDITIONS (US BAREBOAT AND CREWED)**

**Please read these booking conditions carefully; they form an important part of the contract for your vacation. Please refer to our websites for the latest booking terms and conditions.**

If your vacation is with The Moorings brand then the same has been advertised in our brochures and on our website, and will be operated, by Mariner International Travel, Inc. trading as "The Moorings". If your vacation is with the Sunsail brand then the same has been advertised in our brochures and on our website, and will be operated, by Mariner International (USA), Inc. trading as "Sunsail". Both businesses are registered at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, USA with an address for the administration of paperwork at 311 Park Place Blvd, Suite 250, Clearwater, FL 33759, USA. All references to "**The Moorings**", "**Sunsail**", "**Company**", "**we**", "**us**" or "**our**" shall, as applicable (and depending on which brand you travel with) be a reference to Mariner International Travel, Inc. or Mariner International (USA) Inc. and its affiliates, owners, officers, and employees, as well as the named yacht or substitute yacht, including its master and crew.

The payment of your initial deposit creates a contractual relationship between the Company and you, the lead charterer or passenger of the yacht provided by the Company (individually and for and on behalf of the other passengers of the yacht, and hereinafter individually and collectively referred to as "**you**", or the "**Passenger**") on the basis of these terms and conditions ("**Terms and Conditions**"). For the avoidance of doubt any reference to Passenger(s) is a reference to you and/or, as applicable, any other guest who participates in the vacation. Please read the following information carefully. It is a condition of your booking that you return signed Terms and Conditions within 72 hours of paying your initial deposit. They shall be emailed to the Lead Charterer to sign at the same time as the Booking Confirmation (as defined below) is sent to the Lead Charterer. Once the names of the other Passengers in your booking have been provided to us we shall email them a copy of these Terms and Conditions which they must sign and return. You must indicate your acceptance of these Terms and Conditions by signing and returning these Terms and Conditions to the Company by mail to 311 Park Place Blvd, Suite 250, Clearwater, FL 33759, USA Attn: Pre-Departure Team; or scan and email to [paperwork@thlmarine.com](mailto:paperwork@thlmarine.com) or complete via any online electronic signature software used by the Company from time-to-time. For confirmation, please call 1-727-535-1446 for The Moorings and 1-727-614-7305 for Sunsail.

**Please read these Terms and Conditions in full for more information and for other important rights and obligations. Your signature, and that of each fellow passenger aged 18 or over, is required and is a condition of this booking so as to confirm your agreement to the terms and conditions of your vacation. All Passengers must sign and return a copy of these Terms and Conditions. Should you fail to obtain the signatures of all your guests then we reserve the right to refuse boarding of any such guest without any liability to you or your guests, whatsoever.**

**Important Information for Yacht Charters in Greece and Italy:**

For Greece Yacht Charters we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with local Greek legal requirements, upon arrival at our Greek base you will be provided with an invoice for the yacht charter (stamped as fully paid) and you will be asked to sign a separate yacht charter agreement ("**Greece Charter Agreement**") before you will be allowed to take possession of the yacht. The Greece Charter Agreement will be between you and Hellenic Sailing Holidays SA for the charter of the yacht.

Our charters in Italy are operated by our franchise partner, Sailitalia, and you will be required to sign their terms and conditions on your arrival at the relevant base ("**Italian Charter Agreement**") before you will be allowed to take possession of the yacht. The Italian Charter Agreement will be between you and Sailitalia.

No additional payment will be required from you under the Greece Charter Agreement or the Italian Charter Agreement (or the invoice in the case of the Greek charters) and a copy of the Greece Charter Agreement or the Italian Charter Agreement can be provided to you in advance of departure upon request. To the extent there is a conflict between these Terms and Conditions and, as applicable, the Greece Charter Agreement or the Italian Charter Agreement as they relate to you, then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement. **By asking us to confirm your booking for Greece or Italy, you agree that we are acting as agent in the booking of your Greek yacht charter or Italian yacht charter and accept the provisions of this section and agree that you will sign the Greece Charter Agreement or the Italian Charter Agreement upon arrival at the respective base.**

**1. Itineraries and Guest Information**

1.1 Dates and itineraries that we provide are indicative only and subject to change.

1.2 In order to ensure all Passengers are aware of important information regarding your vacation (such as, but not limited to, charter briefings, safety information and these Terms and Conditions (for which their signature is a condition of this booking (see above)), it is also a condition of your booking that you promptly inform us of the names and details of all other Passengers on your booking and update us immediately

should any Passenger details change. In providing this information to us, you confirm that you have obtained the guests' express permission to provide us with their contact details. We confirm their details will be used in accordance with our privacy policy which can be found on our websites, <https://www.moorings.com/privacy> or <https://www.sunsail.com/about-us/legals/privacy>.

## 2. How to Book

2.1 To make a booking you can contact us either directly over the telephone by calling the number on our websites or via our websites at [www.moorings.com](http://www.moorings.com) or [www.sunsail.com](http://www.sunsail.com). You can also make a booking with us via an approved agent authorized to sell our vacations. The person making the booking (the "**Lead Charterer**") must be 18 years old or over and possess the legal capacity and authority to make the booking and ensure that all Passengers are aware of the need for them to sign these Terms and Conditions in order to participate in the vacation. Whether you book alone or as a group, we will only deal with the Lead Charterer in all subsequent correspondence, including any changes, amendments and cancellations. The Lead Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all Passengers and for passing on any information regarding the booking or any changes made in relation thereto to all Passengers, including but not limited to information on schedule changes or copies of booking confirmations. All sums stated in these Terms and Conditions are in US\$ unless stated otherwise.

2.2 In order to make a booking you must pay a deposit and any balance payments in accordance with the following:

|                              | Upon Booking (other than where your booking departs within 120 days) | Prior to Charter Start Date or Arrival (or for bookings made within 120 days prior to departure)   |
|------------------------------|--|--|
| BAREBOAT & FLOTILLA CHARTERS | 50% of vacation total  | Final balance due by no later than 120 days prior to departure   |
| GROUP CHARTERS*              | \$500 of vacation total  | 40% payment of vacation total due 180 days prior to charter start date<br>Final balance due by no later than 120 days prior to departure |
| CREWED CHARTERS              | 50% of vacation total  | Final balance due by no later than 120 days prior to departure   |

\*For charters booked for departure between December 20 and January 6, the bareboat charter payment schedule applies. Special Events and Packages may follow separate Deposits, Payment and Cancellation schedules. You will be advised of this at the time of placing your booking.

**Please note that deposits are non-refundable. If complete and final payment is not made by the due date then we reserve the right to cancel your booking, in which case all deposits, and any interim payments, paid to date will be forfeited.**

2.3 If we accept your booking, we will issue the Lead Charterer with a confirmation invoice ("**Booking Confirmation**") which shall be sent by email. When the Lead Charterer receives the Booking Confirmation and the departure documents in respect of the Lead Charterer and all other members of the group, it is the responsibility of the Lead Charterer to check the details carefully and inform us immediately if anything is incorrect. Once the booking is accepted you will receive an invitation by email to your "My Account". The Lead Charterer must log in to the "My Account" as soon as possible after the Booking Confirmation has been issued and provide us with the names, email addresses and any other information that we require to send copies of these Terms and Conditions and any other documentation to all Passengers aged 18 or over. Copies of any travel documents will be sent to the addresses provided to us by the Lead Charterer so it is essential that these are accurate. Names on travel documents must exactly match those in the Passengers' passport. We cannot accept any liability for tickets lost in the mail. Travel documents may be in paper or email form depending on your chosen vacation. You cannot assign or sub-charter your booking without the prior written consent of the Company.

2.4 We will consider special requests when you book. We will tell you whether there is a charge for the request. We can only guarantee requests that are confirmed by us in writing and, where there is a charge, once such sums have been paid by you. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfillment of a particular request.

- 2.5 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other Passenger's enjoyment of your vacation.
- 2.6 For Bareboat Charters and Flotilla Vacations: by making a booking, you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of your vacation in-line with port authority regulations advised at point of sale and/or noted online and/or as otherwise brought to your attention before the commencement of your vacation. The Lead Charterer is responsible for ensuring that all Passengers have the necessary documentation for the cruising area. In many of our destinations you are required to be appropriately qualified and possess such documentation during the charter so you must ensure you carry such with you during your charter.
- 2.7 To pay your final balance, amend your booking or discuss any other aspect of your vacation booked directly with us, please contact our Vacation Planners by calling the number available on our websites. For bookings made through an agent, broker or other third party, please contact your agent directly.

### 3. Prices and Surcharging

- 3.1 All prices we advertise are accurate as of the date of publication, but we reserve the right to change any of those prices from time to time. Prices on our website are updated regularly. All price quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen vacation, including the cost of any supplements, upgrades or additional facilities which you have requested. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time.
- 3.2 To cover the cost of processing a credit or charge card transaction, and pursuant to applicable state regulations (including, with respect to Colorado, section 5-2-212, Colorado Revised Statutes), we impose a surcharge of 3% for all credit card payments, including the deposit and all balance payments. This surcharge is not greater than our acceptance costs for credit card transactions and does not apply to payment via debit card, wire transfer or check or redemption of a gift card, or to credit card payments with a billing address in Connecticut, Massachusetts, or Puerto Rico.
- 3.3 For customers who choose to pay via Automated Clearing House ("ACH") then such services is made available by our bank, Bank of America, from time-to-time. In making such payment the person paying must agree to the Bank of America ACH terms and conditions (as updated from time-to-time) and authorizes us to accept and process payments via ACH.
- 3.4 We reserve the right to impose an additional fee for any additional transportation costs imposed between the time we issue you with the Booking Confirmation and your departure date, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports and exchange rates. We do not accept responsibility for tourist taxes, resort fees or similar fees that are charged locally, which must be paid by you and are not included within your vacation price.
- 3.5 Where fuel is purchased as an added extra then you will be provided with a full tank of fuel with your yacht. Please note this sum is non-refundable and even if you have fuel remaining at the end of your vacation, no refund will be given. Where fuel is not purchased you must return the yacht to the base with a full tank of fuel. If you do not you will be charged by the Company to refill the yacht with fuel including a premium payment.

### 4. If You Change or Cancel Your Holiday

- 4.1 **YOUR RIGHT TO A REFUND IS LIMITED.** Cancellation and/or refund requests must be sent to us in writing and cannot be made verbally. **NO REFUNDS (IF APPLICABLE) WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS.** Charges and fees for products, services, attractions or excursions to be supplied in addition to the base charter element of your vacation are non-refundable.
- 4.2 The following cancellation policy and terms apply:

| Period before departure when written notice of cancellation is received by us | Cancellation charge as a % of total vacation cost (excluding any insurance premiums and any amendment fees already paid to us) |
|---|--|
| More than (and including) 275 days before the departure date of your booking  | 10% of the total vacation cost   |

|   |                                 |
|---|---------------------------------|
| 274 days up to, and including, 181 days before the departure date of your booking | 25% of the total vacation cost  |
| 180 days up to, and including, 91 days before the departure date of your booking  | 50% of the total vacation cost  |
| Less than, and including, 90 days before the departure date of your booking       | 100% of the total vacation cost |

For Group Charters, the following cancellation terms shall apply:

| Period before departure when written notice of cancellation is received by us | Cancellation charge                                   |
|---|---|
| More than (and including) 180 days before the departure date                  | A cancellation charge of US \$500.00 shall be payable |
| 179 days or less prior to the departure date (or after the departure date)    | 100% of the total cost of the vacation                |

**Please note: It is a condition your booking that you purchase travel insurance to cover your booking and travel arrangements.**

- 4.3 If, after the Booking Confirmation has been issued, you wish to (i) make a change to your booking or (ii) change to another vacation, destination, yacht type or change departure date, we will, subject to availability, try to make the changes provided that notification is received in writing from the Lead Charterer and subject to the following conditions:
- 4.3.1 We will not charge you fees to amend your booking should you need to correct an incorrect first name, surname or title initially provided to us at the time of your Booking Confirmation.
- 4.3.2 You should note that some aspects of your booking may be non-refundable from the moment that your booking is confirmed. Should you have purchased anything other than the booking for the yacht then other charges in addition to those below may apply and you will be advised of this at the time of booking and/or in your Booking Confirmation.
- 4.3.3 For the avoidance of doubt, if the vacation that you wish to change to is, at the time of the amendment, cheaper than what you have paid for your original vacation, then no refund of the difference will be made to you.
- 4.3.4 Any amendment permitted under this section is subject to a maximum of 1 change per booking. No refunds shall be due after an amendment is made and any further amendment(s) will be treated as a cancellation and all money paid will be forfeited.
- 4.3.5 Any amendment, except those stated in (a) above, is subject to the following charges, timings and requirements:
- 4.3.5.1 You may amend your booking to change the date of departure, the destination of your vacation, and/or make any upgrades or downgrades of the type of yacht on your booking.
- 4.3.5.2 You shall only be permitted to make one amendment to your booking, irrespective of the type of change, after which no additional amendments may be made. By way of example only, if you change the date of departure at one particular point in time, this shall constitute a change to your booking and you shall not be able to make any further amendments at a later date, such as changing the destination or the type of yacht etc.
- 4.3.5.3 If you request to amend your original booking then, in addition to the other requirements in this section, an amendment may only be considered if the new amended departure date is within 6 months of the original departure date. Any amendments requested which are made beyond this 6 month period shall not be accepted and shall be treated as a cancellation and the cancellation charges in section 4.2 shall apply.
- 4.3.5.4 In the event that any amendments to your booking cause an increase in the overall price which is payable in respect of that booking, the amendment shall not be confirmed unless and until you have paid the additional costs which are incurred in respect of your booking, plus the amendment fee set out in section 4.3.5.5 below.
- 4.3.5.5 You must pay an amendment fee in accordance with the below table:

| <b>Period before departure when written notice of amendment is received by us</b>   | <b>Amendment Fee</b>        |
|---|-----------------------------|
| Within 14 days of us issuing the Booking Confirmation, provided the departure date is not within 90 days of you placing your booking. | \$0                         |
| More than (and including) 275 days before the departure date of your booking  | \$500                       |
| 274 days up to, and including, 181 days before the departure date of your booking   | \$1,000                     |
| 180 days up to, and including, 91 days before the departure date of your booking  | \$1,500                     |
| Less than, and including, 90 days before the departure date of your booking   | No amendments are permitted |

## **5. If We Change or Cancel Your Holiday**

- 5.1 The arrangements for your vacation are made many months in advance and it is inevitable that changes will sometimes become necessary. We reserve the right to make such changes if we determine that they are necessary. Most of these changes will be minor and we will advise you of them as soon as possible. If major changes are made by us that might affect the overall standard of your vacation are made after your booking (such as, for example, not an equivalent (or substantially similar) boat being made available, new destination, new dates, a delay in handover of the yacht of more than 24 hours), you will be notified as soon as reasonably possible and, subject to availability, we may offer you an alternative charter if there is time before your departure. In most cases, we will offer an alternative charter which is the same price, or more expensive than the charter you originally booked. If an alternative charter suggested by us is cheaper, you are entitled to a refund of the price difference.
- 5.2 We also reserve the right to recall the yacht, or if necessary to cancel your vacation, due to a Force Majeure Event (as defined below). If we cancel your charter, except for a Force Majeure Event or as a result of your non-payment of any amounts due under these Terms and Conditions, or for any other breach by you of your obligations under these Terms and Conditions, then you are entitled to receive a full refund of all monies paid. For the avoidance of doubt no refund or compensation will be paid if your vacation is cancelled due to a Force Majeure Event.
- 5.3 We strongly recommend that you do not make travel arrangements to your point of departure or make any connecting travel that is non-refundable or non-changeable or incurs penalties or costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your Booking Confirmation. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.
- 5.4 We reserve the right to refuse to accept a Passenger or remove a Passenger from your vacation if that Passenger violates any law, or, in our sole discretion, is disruptive to others, or constitutes a danger to themselves or others or the yacht. In the event the Passenger is so removed or their participation in the vacation is terminated then that Passenger shall be responsible for any, and all, expenses which arise as a result of the removal or termination, including (without limitation) hotel accommodations and any return flights. In the event that the Company incurs any of these costs as a result, the Passenger agrees to fully indemnify the Company from those costs as a result. Further, the removed Passenger will not receive any refund for the remaining portion of their vacation. If the skipper of the yacht or any of our base staff or agents, in their reasonable discretion, believes that a Passenger is disruptive or that they are suffering from a contagious disease, they can also refuse to let such Passenger proceed with the charter, disembark the Passenger from a boat or aircraft, remove the Passenger from an accommodation or excursion/activity or take any other action or steps that they reasonably consider appropriate in the circumstances.

## **6. Our Liability, Conditions of Carriage and Limitations**

- 6.1 Neither the Company, its affiliates, owners, officers, agents, or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience which may occur or caused to or be incurred or suffered by any entity, person or their property, howsoever arising, where such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to by defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that if you purchase any optional activities that are not part of your pre-booked vacation itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation): (a) these activities are operated by independent contractors; (b) the contract for the provision of that activity will be between you and the third party provider for such activity; (c) the

Company neither owns nor operates the third party supplier; and (d) accordingly, you agree to seek remedies directly and only against the third party supplier and not hold the Company responsible for such supplier's acts or omissions whatsoever.

- 6.2 You understand and acknowledge that your travel on the yacht and your participation in any activities arranged by the Company included in your itinerary may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence or participation of other Passengers. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature or any Force Majeure Events. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your vacation, and that you are willingly and knowingly electing to sail on the yacht and participate in the vacation in spite of such potential risk of danger.
- 6.3 In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the vacation, and you willingly and voluntarily assume full responsibility for any injury, loss or damage caused by you. It is your responsibility and obligation to inform the Company, at the time your booking is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely participate in the vacation. Your failure to do so will release us from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to the Company.
- 6.4 In consideration of the services and arrangements provided by the Company, you, for yourself, and on behalf of other Passengers on your vacation, and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify the Company, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your vacation conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the yacht or its launches or watercraft; fault or neglect of the skipper, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; your negligence or caused by your breach of these Terms and Conditions; or which results from your acts, omissions or defaults or any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on your vacation. The Company is not liable for injury, illness or death of any Passenger unless directly caused by the negligence of willful misconduct of the Company. Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against the Company, its owners, directors, officers, employees, agents, and affiliates, for any reason whatsoever.
- 6.5 The Company's maximum liability, for any reason whatsoever, will be limited to the amount paid by you to the Company for your vacation. If any international convention applies to, or governs, any of the services or facilities included in your vacation arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your vacation. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage.
- 6.6 In the event medical care becomes necessary on your vacation, you may be hours or days travel by water, road, air or other (including non-vehicular) transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and/or have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your yacht location, and that the medical facilities and attention available aboard the yacht are limited. Decisions are made by the Company staff based on a variety of perceptions and evaluations of the situation at hand. The Passenger understands and agrees to abide by these decisions.

6.7 To the fullest extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms and Conditions.

## **7. Force Majeure**

7.1 Without limitation, the Company is not responsible for, and no refunds will be given for, delays or cancellation of all or part of your vacation due to causes or circumstances beyond our responsibility or control, including but not limited to acts of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond our responsibility or control (a "**Force Majeure Event**").

7.2 For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by us to operate your vacation or otherwise fulfill our obligations under these Terms and Conditions.

## **8. Yacht Charters Information**

8.1 The Company and, as applicable, its crew cannot be held responsible for underage consumption of alcohol.

8.2 Use of the yacht is for pleasure only. The yacht shall not transport merchandise or carry passengers for pay without the prior written consent of the Company. No pets are permitted on board unless otherwise stipulated.

### **Bareboat Yacht Charters and Flotillas**

8.3 You have the right to inspect the bareboat yacht, her gear, and inventory upon handover and to ensure that all items are present and in good working condition. Following the on board briefing, you accept the yacht and thereafter, it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by an accident or breakdown or failure of any part of the bareboat yacht caused by your or any other Passenger's acts or omissions, or defects which are agreed and noted on the documentation during the on board briefing.

8.4 Following the conclusion of your vacation, you must return the yacht at the time and place specified by us, free and clear of liens and indebtedness and in the same condition as the yacht was handed over to you, subject to normal wear and tear. If you return the yacht late at the end your vacation, you will be liable to pay a penalty charge of at least one day equivalent price for every three hours late and you will be liable for all recovery costs.

8.5 The cruising area from each base may be restricted. The base team will inform you of any restrictions during the pre-charter briefing, and may further confine the cruising area of the bareboat yacht or place a competent crew on board if considered necessary for the safety of the yacht and all Passengers, in which case a daily charge will be made for each crew member.

8.6 When sailing a yacht, you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. Furthermore, you must appoint a first mate who must be suitably skilled to carry out the role and, at the very least, be trained and experienced to conduct a "man overboard" procedure in accordance with the standards set out <https://www.boatus.com/expert-advice/expert-advice-archive/2012/october/man-overboard-rescue-for-powerboats> Should you wish to have only the skipper and someone under the age of 18 then you will need the Company's express written approval prior to you making your booking. If you are a solo traveller then please speak to the Company who can arrange for you to hire a skipper or cook as your second mate on board.

- 8.7 Persons under the age of 18 years are not permitted to charter a yacht from the Company, Where a person under the age of 18 years shall be a named customer of a booking but travelling with a responsible person, over the age of 18, but who is not their parent or legal guardian, the parent or legal guardian must provide written permission for that person to travel and must sign these Terms and Conditions and any other associated documentation on behalf of their child prior to departure.
- 8.8 Please note you are not permitted to sail/cruise on your yacht during the hours of darkness (which shall run from the start of sunset to sunrise).
- 8.9 Please note that if you hire a skipper and/or other members to act as crew from a company other than the Company then you do so at your own risk. Such persons must form part of your guest list and are subject to all the normal requirements including, but not limited to, signing and agreeing to these Terms and Conditions; completing a Company mandated sailing resume and/or providing copies of all relevant sailing qualifications and applicable paperwork. Furthermore you must inform the base on arrival that you have hired a skipper and identify them to the base. You shall be liable for all acts or omissions of any third party crew.

### **Crewed Yacht Charters**

- 8.10 You have the right to inspect the yacht, her gear, and inventory upon handover and to ensure that all items are present and in good working condition. Following the on board briefing, you accept the yacht and thereafter, it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by an accident or breakdown or failure of any part of the yacht caused by your or any other Passenger's acts or omissions, or defects which are agreed and noted on the documentation during the on board briefing. You agree to abide by the judgment of the crew as to the sailing, weather, anchorages and other pertinent matters with regards to the charter of the yacht.
- 8.11 You have the right to inspect the bareboat yacht, her gear, and inventory upon handover and to ensure that all items are present and in good working condition. Following the on board briefing, you accept the yacht and thereafter, it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by an accident or breakdown or failure of any part of the bareboat yacht caused by your or any other Passenger's acts or omissions, or defects which are agreed and noted on the documentation during the on board briefing.

## **9. Equipment and Yacht Insurance Coverage**

- 9.1 You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and Force Majeure Events. The Company cannot be held responsible for any loss which you may suffer as a result of you providing incorrect information (such as, by way of example only, previous sailing experience (with regards bareboat charters or flotillas) when requested), or due to your negligence, deliberate default, or willful misconduct. Adults will at all times be responsible for minors in their charge.
- 9.2 For your convenience, we offer a Travel Protection Plan administered by Trip Mate, a Generali Global Assistance & Insurance Services brand. This may help protect your travel investment, your belongings and most importantly, you, from many unforeseen circumstances that may arise before or during your trip, including costs of circumstances that may arise from any illness. Individuals looking to obtain additional information regarding the features of the Travel Protection Plan, please visit <https://www.sunsail.com/insurance>. **Insurance benefits in the Plan are subject to limitations and exclusions, including an exclusion for pre-existing conditions.** Plan benefits, limits and provisions vary by state/jurisdiction and not all coverage is available in all states. To review full plan details online and Important Disclosures, go to: <https://www.csatravelprotection.com/certpolicy.do?product=GR40A>.
- 9.3 The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Company on request.

## **10. Yacht Damage Waiver and Security Deposits**

- 10.1 For all charters, you will be required to provide cover against accidental damage or loss to the yacht and ancillary equipment and either purchase Yacht Damage Waiver ("YDW") upfront or pay a higher security deposit at the base as further detailed below.

- 10.2 In the event that you or any other Passenger in your party causes damage or loss to the yacht (howsoever caused) or to property belonging to a third party you will be liable for the damage up to the value of the security deposit paid at the base, except in the case of negligence as defined below.
- 10.3 If you or any other Passenger in your party causes damage or loss to the yacht, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of YDW. We shall deduct the amount of the security deposit from the total loss and the balance shall then be payable by you. We shall provide you with an invoice for the total damage costs which shall be payable by you on demand.
- 10.4 Acts that will be considered as negligent, or otherwise as reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing under the influence of alcohol and/or drugs, not having sufficient crew in charge of the yacht at all times, not being in control of the yacht by means within the control of the skipper, and/or for any other breach of these Terms and Conditions. If any damage is caused to the yacht by you or your party which, regardless of the circumstances, renders in the Company's opinion, the yacht no longer fit for charter use then we will withdraw the yacht. In such circumstances you will not be offered a replacement yacht; alternative accommodation or any form of compensation or refund whatsoever.
- 10.5 At the time your booking is placed an e-guide will be made available to you in your booking portal which sets out, amongst other information, zones which are designated as "amber zones" or "red zones" (the "**E-Guide**"). You must not sail or allow the yacht to be positioned in any "red zones", as designated on the map in the E-Guide, under any circumstances. The E-Guide contains "amber" zones whereby you must exercise extreme caution when sailing the yacht, or allowing the yacht to be positioned, in any "amber" zones. The E-Guide shall be provided to you at the time that your booking is placed and shall be made available to you during the check-in process before departure. This E-Guide can also be accessed on your mobile device and should be referred to during your vacation.
- 10.6 In addition to the acts at section 10.4, if you or your party causes damage or loss to the yacht (howsoever caused) or to any property belonging to a third party as a result of (i) any sailing or positioning of the yacht in any "red zones" as set out in the E-Guide, and/or (ii) any failure to exercise all necessary caution when sailing in any "amber zones" as set out in the E-Guide then you will be liable for any all additional damages and losses which are incurred by the Company over and above the amount of the YDW and/or security deposit.
- 10.7 During the booking process you will be provided with the option of either purchasing YDW (see option 1 below) or paying a higher security deposit at the base (see option 2 below). You will not be able to proceed with your booking unless you agree to one of these options. By asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.
- 10.8 **Option 1: Yacht Damage Waiver**
- 108.1 If you choose to purchase the YDW this will be added to your booking at the time of booking. You will be provided with the cost of purchasing the YDW during the booking process which will be added to your overall vacation cost. This is an up-front prepayment to cover any damage to the yacht and will not be refunded to you at the conclusion of your vacation. In addition, you will be expected to pay a damage security deposit upon arrival at the base (as set out in the table below). The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to a refund and you will not be entitled to continue with the charter. This security deposit may be refunded to you at the conclusion of your vacation, subject to certain requirements being met.
- 10.9 **Option 2: Security Deposit**
- 10.9.1 If you choose to pay a security deposit only, and do not pay for YDW at the time of booking, you will be asked to pay a sum as a security deposit upon arrival at the base (as set out in the table below). The security deposit will be taken prior to embarkation in the local currency subject to the location of the base. If you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to a refund and you will not be entitled to continue with the charter. This security deposit may be refunded to you at the conclusion of your holiday, subject to certain requirements being met.

**YDW Daily Fees and Security Deposits for Sail Boats (Monohulls and Catamarans) and Power Boats in all locations except Italy and Key West (see below)**

| <b>YDW Option 1: Pay a daily fee in advance &amp; reduce your security deposit at the Base</b>               |                        |                     |  |                     |  |
|--|------------------------|---------------------|--|---------------------|--|
| <b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher security deposit at the base</b> |                        |                     |  |                     |  |
| <b>Hull Type</b>   | <b>Yacht Size (ft)</b> | <b>YDW Option 1</b> | <b>Security Deposit paid at base Option 1</b>    | <b>YDW Option 2</b> | <b>Security Deposit paid at base Option 2</b>    |
|  |                        | <b>USD per day</b>  | <b>YDW 1 Currency dependent on base location</b> | <b>USD per day</b>  | <b>YDW 2 Currency dependent on base location</b> |
| <b>Catamaran</b>   | 30-41                  | \$110               | €807 or \$849                                    | 0                   | €5,915 or \$6,230                                |
|  | 42-44                  | \$115               | €1,037 or \$1,091                                | 0                   | €7,600 or \$8,005                                |
|  | 45-49                  | \$120               | €1,361 or \$1,433                                | 0                   | €9,980 or \$10,505                               |
|  | 50-99*                 | \$155               | €1,936 or \$2,038                                | 0                   | €14,200 or \$14,945                              |
| <b>Monohull</b>  | 30-34                  | \$65                | €487 or \$513                                    | 0                   | €3,575 or \$3,760                                |
|  | 35-39                  | \$70                | €658 or \$693                                    | 0                   | €4,830 or \$5,080                                |
|  | 40-49                  | \$75                | €800 or \$842                                    | 0                   | €5,865 or \$6,175                                |
|  | 50-99                  | \$95                | €939 or \$989                                    | 0                   | €6,885 or \$7,250                                |
| <b>Power</b>   | 30-41                  | \$110               | €822 or \$865                                    | 0                   | €4,735 or \$4,985                                |
|  | 42-44                  | \$115               | €1,235 or \$1,300                                | 0                   | €7,600 or \$8,005                                |
|  | 45-51                  | \$120               | €1,361 or \$1,433                                | 0                   | €9,980 or \$10,505                               |
|  | 52-60                  | \$115               | €1,742 or \$1,834                                | 0                   | €12,775 or \$13,450                              |

**YDW Daily Fees and Security Deposits for Sail Boats (Monohulls and Catamarans) in Italy and Key West**

| <b>Italy</b>   |                        |                     |   |                     |   |
|--|------------------------|---------------------|---|---------------------|---|
| <b>YDW Option 1: Pay a daily fee in advance &amp; reduce your security deposit at the base</b>               |                        |                     |   |                     |   |
| <b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher security deposit at the base</b> |                        |                     |   |                     |   |
| <b>Hull Type</b>   | <b>Yacht Size (ft)</b> | <b>YDW Option 1</b> | <b>Security Deposit paid at base in EUR</b> | <b>YDW Option 2</b> | <b>Security Deposit paid at base in EUR</b> |
|  |                        | <b>USD per day</b>  | <b>YDW 1</b>                                | <b>USD per day</b>  | <b>YDW 2</b>                                |
| <b>Catamaran</b>   | 30-41                  | \$100               | €700  | 0                   | €4,075                                      |
|  | 42-44                  | \$105               | €1,050                                      | 0                   | €5,250                                      |
|  | 45-49                  | \$110               | €1,050                                      | 0                   | €6,875                                      |
|  | 50-99                  | \$140               | €1,050                                      | 0                   | €9,775                                      |

|                 |       |      |        |   |        |
|-----------------|-------|------|--------|---|--------|
| <b>Monohull</b> | 30-34 | \$60 | €650   | 0 | €3,075 |
|                 | 35-39 | \$65 | €1,000 | 0 | €4,150 |
|                 | 40-49 | \$70 | €1,000 | 0 | €4,475 |
|                 | 50-99 | \$85 | €1,000 | 0 | €5,200 |

**Under Option 1 only should you book a Flotilla holiday (fully arranged by the Company) or pre-book a Skipper, organised by the Company, the security deposit collected at the base will be half of what is displayed in the grids above.**

**Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.**

- 10.10 The security deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these Terms and Conditions and any damage caused to the yacht or its contents during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

***You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property. Upon the return of your charter, we will complete a check-out process which includes (without limitation) an inventory list and a general check for any loss or damage to the vessel.***

- 10.11 On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you (and we are not, at that time, aware of any damage to, or claim from, any third party), our base staff shall, where applicable, refund the relevant security deposit paid by you (please note that Option 1 pre-paid monies will not be refunded) to you as soon as reasonably possible.

- 10.12 In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, or we are notified of any damage to any third party property arising from your acts or omissions during the charter, you will be liable to us for all losses and damages incurred by us as up to the value of the security deposit left at the base. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the damage deposit paid by you to repair any damage caused to the yacht or its contents or to any third party during the period of your arrangements, including, without limitation, the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.

- 10.13 Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your negligence or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages incurred by us over and above the sum of the security deposit / damage deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these Terms and Conditions and any damage caused to the yacht or its contents or to any third party during the period of your arrangements is less than the security deposit paid by you, we shall refund, as relevant, part of the security deposit paid by you to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant security deposit until the matter is resolved. **Please note that if loss or damage caused by your negligence or reckless conduct is in excess of the level of the security deposit we reserve the right to pursue a claim against you for the full extent of our loss.**

- 10.14 For the avoidance of doubt, where we make any refund to you of the relevant security deposit paid by you, any YDW fees also paid by you will not be refunded.

- 10.15 Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional damage deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant YDW. All customers planning to participate in a sailing regatta are required to obtain prior written consent from us. Please call the sales team for more details of the individual regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

- 10.16 **THE 4 HOUR COMMITMENT.** Subject to the following terms, the Company shall use its reasonable endeavours to ensure that if a breakdown of essential equipment occurs during your charter, we will attend to the yacht within four working hours (of the opening hours of the relevant base reception) of notification or. The following terms apply to this commitment and further information can be found <https://www.moorings.com/4-hour-guarantee> or <https://www.sunsail.com/about-us/sunsail-commitment>:
- 10.16.1 the yacht must be within a twenty mile radius of the base;
- 10.16.2 there is no guarantee at all at the Exuma base and the franchise bases in Italy, Tonga, Whitsundays and Martinique;
- 10.16.3 you must provide a detailed list of the issues at the time of the initial notification;
- 10.16.4 for any lost sailing time due to technical failing of the following essential equipment: *engine, transmission, windlass, sails, standing and running rigging, battery, and alternator* then the facts and cause shall be reviewed on a case-by-case basis and compensation (if any) may be provided. All compensation of this nature will be provided as a credit certificate determined by the Company (acting reasonably and in its sole discretion) for use on a future booking with the Company; and
- 10.16.5 no compensation shall ever be payable where the failure is 'un-essential' equipment which shall include, but not be limited to, the following: *cellular phone, VHF, refrigeration, stereo/cassette/CD player, auto pilot, GPS, water pressure pump, dinghy, outboard, knot meter, depth sounder, air conditioning, generator, and any other item which does not render the yacht inoperable.*
- 10.17 **THE MOORINGS CREWED YACHT CHARTER GUARANTEE.** Should the yacht after handover to you sustain breakdown of machinery or be disabled or damaged by any cause so as to prevent the use of the yacht by you for a period exceeding 36 consecutive hours at a time, the same not being brought about by any fault of you or any other Passenger, The Moorings shall provide a pro rata credit certificate valid for a future charter to the Charterer for the entire period the yacht shall be unfit for use.

## 11. Visa, Passport, Travel Documentation

- 11.1 You are responsible for ensuring that you possess all the necessary documentation including passports and visas for your vacation. For all destinations, you should consult the appropriate consulate. All Passengers must have a valid passport for international travel. Many countries require passports to be valid for six (6) months beyond your stay. Visa and entry permits are required for many countries. Passports, visas and re-entry permits are the responsibility and cost of the Passenger. We recommend that you check travel advisories and health and medical information, for your destinations. WE CANNOT ACCEPT RESPONSIBILITY FOR ANY FAILURE BY A PASSENGER TO COMPLY WITH ANY TRAVEL DOCUMENTATION OR INNOCULATION REQUIREMENTS OR ANY COSTS OR FINES BEING INCURRED BY SUCH PASSENGER IN CONNECTION THEREWITH. PASSENGERS WHO ARE DENIED ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION OR FAILURE TO COMPLY WITH MANDATORY HEALTH REQUIREMENTS RECEIVE NO REFUND.
- 11.2 Each passenger is solely responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel. Company shall not assume any responsibility for the accuracy of health requirements or vaccination and/or documentation for your vacation. If you are concerned about taking any medications or receiving certain inoculations, please check with your health practitioner BEFORE booking.
- 11.3 When assessing whether vacations will operate, we use information from our local offices in conjunction with advice from the U.S. Department of States travel site and other relevant government bodies. It is the Passenger's responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit <https://www.moorings.com/travel-aware> and the government website at <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html> and <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> for your destination country and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues.
- 11.4 Without prejudice to the above please bear in mind it is your responsibility to understand entry requirements for the destination. We are obligated to follow local laws and regulations, as are you.

## 12. Mediation/Arbitration

- 12.1 The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to these Terms and Conditions and the vacation, including the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, the agreement to arbitrate (the "**Arbitration Agreement**"), the scope or applicability of this Arbitration Agreement and the arbitrability of any and all of the above (collectively, "**Disputes**"), which are over \$15,000, will be resolved in a binding, confidential, individual and fair arbitration process pursuant to this section 12, and not in court. The only exceptions to this Arbitration Agreement are that (i) Disputes of up to and including \$15,000 shall brought and determined in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any federal court within the State of Delaware) or, to the extent your dispute or Claim qualifies under applicable law, you may elect to proceed in small claims court and (ii) Each party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.
- 12.2 Your booking evidences a transaction in interstate commerce, and thus the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.
- 12.3 If any Passenger or the Company wants to arbitrate a Dispute, the Passenger or the Company must first send by mail to the other a written notice of Dispute ("**Notice**") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the charter to which the Notice relates, and the relief requested. The Passenger's Notice to the Company must be sent by mail to 311 Park Place Blvd, Suite 250, Clearwater, FL 33759. The Company will send any Notice to the Passenger at the contact information the Company has for the Passenger or that the Passenger provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after the Passenger or the Company sends a Notice to the other, the Passenger and the Company may try to reach a settlement of the Dispute. If the Passenger and the Company do not resolve the Dispute within those first 45 days, either the Passenger or the Company may initiate arbitration in accordance with this section 12.
- 12.4 With respect to Disputes:
- 12.4.1 Any arbitration between a Passenger and the Company will be conducted by the American Arbitration Association (the "**AAA**") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the Passenger and the Company cannot agree on who that single arbitrator should be, then the AAA shall appoint an experienced arbitrator. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA's website at [www.adr.org](http://www.adr.org) ("**Arbitration Form**"). In addition to filing this Arbitration Form with the AAA in accordance with its rules and procedures, the Passenger must send a copy of this completed Arbitration Form to the Company.
- 12.4.2 If the Passenger is seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the AAA Rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the Passenger or the Company may request a hearing, however, and be responsible for the fees of the AAA and fees/costs charged by the arbitrator. If the arbitrator recommends a hearing even if neither the Passenger nor the Company request one, the Company will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the place of the hearing will be the State of Delaware, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.
- 12.5 The Passenger and the Company agree to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, this Arbitration Agreement, the arbitrator's decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

### 13. **Exclusive Governing Law and Jurisdiction**

- 13.1 These Terms and Conditions and any Disputes, arbitrations, and the limited legal proceedings identified as permissible in these Terms and Conditions shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA and, where applicable, the general maritime law of the United States including the Death on the High Seas Act (46 U.S.C. § 30302). Except as otherwise expressly specified in these Terms and Conditions, the Passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.
- 13.2 In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.
- 13.3 These Terms and Conditions provide for the exclusive resolution of Disputes between the parties, to which the Passenger agrees shall be brought only in its own behalf and not as a part of any class action. Even if the applicable law provides otherwise, the Passenger agrees that any Dispute against the Company whatsoever shall be litigated by the Passenger individually and not as a member of any class or as part of a class action, and the Passenger expressly agrees to waive any law entitling the Passenger to participate in a class action.
- 13.4 The invalidity or unenforceability of any part of these Terms and Conditions, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of these Terms and Conditions, or its application to other situations or circumstances. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 13.5 Except as otherwise expressly provided to the contrary, these Terms and Conditions are for the benefit of the Company and the Passenger. These Terms and Conditions shall be exclusive of any advertising, marketing or other sales literature or activities of the Company and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with these Terms and Conditions.
- 13.6 Any incident or accident resulting in injury, illness or death must be reported immediately to the Company and/or, as applicable, any crew provided by the Company. The Company shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur on or during your vacation and any activities conducted in conjunction therewith, unless full details in writing are given to the Company, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on the Company within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.
- 13.7 If a written claim is not made and suit is not filed within the time frame set forth above, then the Passenger waives and releases any right he or she may have to make any claim against the Company arising under, in connection with, or incident to this ticket or their vacation.
- 13.8 All written notices to the Company required under these Terms and Conditions must be mailed, postage pre-paid to The Moorings or Sunsail, 311 Park Place Blvd, Suite 250, Clearwater, FL 33759, USA.

#### **14. Consumer Protection:**

The Company is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, the Company is required to post \$1 Million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of the Company's customers in the unlikely event of Exodus's bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Ave., Suite 1801, New York, New York 10001, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting its website at [www.USTOA.com](http://www.USTOA.com).

#### **ACKNOWLEDGEMENT:**

My signature below indicates that I have, on the date shown, read and understood these Terms and Conditions for my vacation booking. I acknowledge that these Terms and Conditions affect my legal rights and agree to be bound by their terms. My signature also signifies my intention (on behalf of myself and all other customers/participants/Passengers for whom I am making the booking) to relieve and indemnify either Mariner International Travel, Inc and/or Mariner International (USA), Inc and their respective owners, officers, directors, employees, affiliates, agents, contractors and subcontractors from any liability for personal injury, emotional injury or distress, property damage or wrongful death which I/we might suffer during my participation in the scheduled trip.



**The Passenger hereto has executed these Terms and Conditions as of the date written below:**