

## CHARTER YACHT CONTRACT

NAME OF YACHT: **Kuma Too**  
LENGTH: **47-feet**  
This date:

TYPE: **Sail Catamaran**  
FLAG OF YACHT: **USA**  
and place:

REGISTRATION NUMBER: **1162249**  
PORT OF REGISTRY: **Dunedin, Florida**

Between the undersigned parties it has been agreed as follows:

OWNER: **Sailing Kuma Too, LLC**  
**6100 Red Hook QTRS A2-7**  
**St. Thomas, USVI 00802**

CHARTERER:  
ADDRESS, EMAIL, PHONE:

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### CHARTER PARTICULARS

FROM:  
(Time and date)  
# Nights:

TO:  
(Time and date)

BOARDING:

DISEMBARKING:

NUMBER OF GUESTS:  
(Rate is based on # guests stated)

NUMBER OF CREW: 2

CRUISING AREA:

### CHARTER FEE:

#### PAYMENT SCHEDULE:

1st DEPOSIT AMOUNT:

**25% DUE ON SIGNING OF CHARTER CONTRACT**

2nd DEPOSIT AMOUNT:

**25% DUE 180 DAYS BEFORE START DATE**

FINAL PAYMENT AMOUNT:

**50% DUE 45 DAYS BEFORE START DATE**

**1. DEFINITIONS:** This Charter Yacht Contract "Contract" is between the SAILING KUMA TOO, LLC "OWNER" and all passengers participating in a specific Charter, hereinafter referred to as CHARTERER or CHARTERERS. The "CHARTERER" includes a person or persons making a Charter booking and their CHARTERERS, and/or who uses a booking for passage on the S/V Kuma Too and includes any accompanying minors, and any of their heirs, successors, assigns or representatives. "OWNER" shall mean SAILING KUMA TOO, LLC, and shall include its subsidiaries, affiliates, agents, assigns, as well as the S/V Kuma Too. The word "Yacht" shall mean the S/V Kuma Too or the Yacht Chartered, operated, or provided by OWNER on which the CHARTERER will be traveling.

**2. TERMS AND CONDITIONS:** Included/Excluded: **(unless otherwise specified under Additional Conditions):** The charter fee paid by CHARTERER is the amount paid for a single voyage on the Yacht. The charter fee includes the services of a Captain and Crew, including standard ship's bar, fuel, and all expenses related to running of the Yacht and use of on-board leisure and water sports equipment. The charter fee does not include crew gratuities, scuba diving, scuba equipment, premium wines and champagne, excessive alcohol requests or luxury brand spirits, fishing licenses, off-yacht excursions, dockage fees (if any), telephone and satellite communications, airport transfers or similar expenses which are the responsibility of the CHARTERER. Should the number of Guests increase, the Charter Fee will be calculated using the Charter Fee at the time this Contract is fully executed and an addendum shall be executed in advance of the Charter.

### ADDITIONAL TERMS AND CONDITIONS:

- (a) Cruising taxes and permits and mooring fees, if any, are included in the charter rate.
- (b) Crew gratuities are customary at 15%-20% of total charter fee as per level of service and not included in charter fee.
- (c) Smoking is permitted in a designated area only on deck. No smoking below deck
- (d) Conduct, safety and entertainment of children on board are the responsibility of the CHARTERER.
- (e) Any expenses detailed under Terms and Conditions to be settled in cash prior to disembarking.
- (f) All itineraries are subject to weather and sea conditions at time of the charter and no port is guaranteed.
- (g) It is the CHARTERER'S responsibility to make sure all members of the Charter party have valid passports and visas, if required.
- (h) Trip Cancellation/Interruption insurance is recommended to mitigate the Charterer's risk should the charter be canceled/interrupted and may be obtained at the Charterer's expense and discretion.

**3. PAYMENTS:** The charter fees paid by the CHARTERER will be deposited in an escrow account according to the Payment Schedule detailed above. The escrow account will disburse funds to the OWNER at least ten (10) days prior to the start date of the charter period; the balance of the charter fee will be received by OWNER at least one (1) day before charter commences. It is further understood by CHARTERER and OWNER that all payments received are earned and non-refundable.

**4. DEFAULTS IN PAYMENT:** Should any installment of charter fees not be paid by the CHARTERER on the date designated, the CHARTERER will be advised in writing (email acceptable) and will have 10 days to pay balances due. If the default continues thereafter, OWNER shall have the right to cancel this Contract without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein. Defaults in payment that exceed 10 days are considered as a cancellation by the CHARTERER, cancellation fees apply see section 5 of this Contract.

**5. CANCELLATIONS:**

**(a)** A cancellation is defined as a termination of the Contract before the starting date of the charter. Cancellations must be requested in writing (email acceptable) to an OWNER representative. Should the CHARTERER cancel the following cancellation fees apply relative to the charter start date:

Cancellation 181 days or more:	Cancellation fee: 10% of the charter fee
Cancellation between 180 and 45 days:	Cancellation fee: 35% of the charter fee
Cancellation between 44 and 0 days:	Cancellation fee: 100% of the charter fee (no refund)

**(b)** Funds paid by CHARTERER, or a portion thereof, may be refunded to CHARTERER if the Yacht is rebooked for the same period or a portion thereof. In such instance, payments made will be refunded, pro rata, less a cancellation fee of 5% of the Charter Fee, to cover non-recoverable banking fees, and less any OWNER'S accrued expenses related to preparing for this Charter. If rebooking of the Yacht is not possible, refunds will be made according to cancellation schedule in sub-section (a) above. OWNER agrees to do their best to have the Yacht rebooked for the original Charter Period.

**(c)** If the OWNER cancels before the charter term begins for any reason, unless caused by Force Majeure or mechanical failures, The OWNER shall reimburse the CHARTERER, for all deposits paid as of cancellation date. Cancellations by OWNER or CHARTERER are to be in writing and acknowledged by both parties. In the event of cancellation of voyage due to mechanical failures of the Yacht, CHARTERER will be entitled to a full refund of the Charter Fee, or a partial refund, pro rata, for voyages that are terminated early due to those failures.

**6. DELIVERY:** Delivery is defined as having the Yacht ready and available at the port of boarding at the appointed time. The OWNER agrees to deliver the Yacht at the Port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of charter, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law and fully furnished, including galley and utensils, blankets, linens, and towels; in staunch, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in delivery, unless caused by Force Majeure. Should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period (for any reason other than Force Majeure), the CHARTERER may cancel or reschedule this Contract. Any charter deposits paid in advance shall be returned by the OWNER in full to the CHARTERER at the CHARTERER'S option without further liability to the OWNER.

**7. FORCE MAJEURE:**

**(a)** Force Majeure is defined as any cause attributed to acts of GOD, like events that are associated directly or indirectly with civil unrest, acts of war or terror of any kind, that are caused by a strike, that are caused as a result of official orders, that are caused directly or indirectly through the influence of ionizing radiation as defined by the current amendment of the radiation protection act or through nuclear energy, that occur as a consequence of epidemics and pandemics, that occur as a consequence of travel warnings by the government of the CHARTERER'S home country for the cruising area, that are attributable directly or indirectly to natural disasters, seismic phenomena or weather influences such as lightning strike or a named or numbered storm, that occur as a consequence of embargos, economical-, financial-or trading sanctions, contaminated fuel, and all occurrences beyond the reasonable control of the OWNER, and not caused by the OWNER'S negligence. The Captain is responsible for the safety of the Yacht and all persons aboard and shall have the option of terminating or canceling the charter any time that he/she deems necessary in an event of Force Majeure. If an event of Force Majeure occurs the OWNER has the right to alter, shorten, lengthen, or cancel in whole or part without liability to OWNER for a refund or otherwise. If the OWNER is unable to perform its obligation due to FORCE MAJEURE, a pro-rata refund may be available minus the actual expenditures made by the OWNER in reliance on the Contract. Events that shall not constitute Force Majeure include (by way of example and not by way of limitation): shipyard delays; illness; injury; death; fear of travel; or other similar circumstances.

**(b)** No warranty is made as to the suitability of weather with respect to the Charter. If either within five (5) days or less prior to the commencement of the Charter Period, or during the Charter, an official named tropical storm or hurricane watch or warning is

issued by the National Hurricane Center in Miami, Florida, for any area included within the Cruising Area, OWNER or CHARTERER may cancel this Contract by reason of Force Majeure.

(c) If government mandates specifically prohibit CHARTERER from leaving or returning to their country of residence, and therefore CHARTERER cannot board the Yacht within forty-eight (48) hours after the Commencing date, CHARTERER may cancel this Contract by reason of Force Majeure with proof of such Force Majeure event provided by the CHARTERER within ten (10) days prior to the Commencing date. If CHARTERER fails to provide such proof, CHARTERER shall forfeit all funds paid.

(d) In the event that the Charter is terminated or cancelled due to Force Majeure by either party, OWNER shall have no liability for any travel or accommodation expenses of CHARTERER or any of the Guests (including, without limitation, any cost or expense of any hotels, transportation ashore, flights, and the like).

(e) If the Yacht does not sail on or about the advertised or scheduled date for any reason, including fault of OWNER, the CHARTERER agrees that the OWNER shall be entitled to substitute any other yacht or means of transportation, regardless of whether owned or operated by OWNER, and to re-berth CHARTERERS thereon or, at OWNER'S option, to refund the fare paid or a pro rata portion thereof, without further liability for damages or losses of any kind whatsoever.

**8. AUTHORITY:** The OWNER warrants that the Captain meets all requirements necessary to legally command the Yacht in the Cruising Area. While it is agreed the CHARTERER may determine the general movements and destination of the Yacht within the boundaries of this Contract, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

**9. LIENS:** The CHARTERER, his agents, and/or employees, have no right or power to permit or suffer the creation of any Maritime Liens against the Yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses incurred as a result of a breach of this paragraph, including reasonable attorney's fees.

**10. NON-ASSIGNMENT:** The CHARTERER agrees not to assign this Contract or sub-charter the Yacht without the OWNER'S consent in writing.

**11. RESTRICTED USE:** The CHARTERER agrees that the Yacht shall be employed exclusively as a pleasure Yacht for the sole and proper use of himself, his family, guests and employees, during the term of this charter, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Laws of any Government within the jurisdiction of which the Yacht may be at any time, and shall comply with the law in all other respects.

**12. NAVIGATION LIMITS:** The CHARTERER agrees to restrict the cruising of the Yacht to the area specified on the 1st page of this Contract, cruising area.

**13. YACHT INSURANCE:** The OWNER agrees to keep the Yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the charter period. The CHARTERER shall not be liable for any such loss or damage covered by such insurance. Failure by the OWNER to provide such insurance will burden him with the same responsibility as if the Yacht were so insured. The CHARTERER may purchase additional Charter liability insurance at his /her expense. The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the Yacht or elsewhere. More specifically, but without limiting the foregoing, the OWNER and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the Yacht's dinghy, swimming and/or the use of snorkels, masks or personal water equipment, towable watercraft, personal watercraft, spinnaker flying, halyard flying, or other sports equipment, whether or not supplied by the OWNER or CHARTERER.

**14. ACCIDENTS:** The OWNER agrees that should the Yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the Yacht be lost or said damage(s) be so extensive that the Yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all Charter Fees to the CHARTERER from the time of such loss or damage.

**15. FORBIDDEN ARTICLES, DRUGS AND OTHER ILLEGAL ACTIVITIES:** CHARTERERS agree not to bring on board the Yacht, under any circumstances, any firearms or weapons of any kind, ammunition, explosives, fireworks, or other substances of a dangerous nature. The Yacht has a zero tolerance policy regarding drugs and other illegal activities CHARTERER and all charter guests agree not to use, transport or possess any illegal drugs or narcotics (INCLUDING MEDICAL MARIJUANA, EDIBLES AND GUMMIES) on board the Yacht, and shall be fully responsible for any loss or damage to the Yacht due to any violation of Customs or applicable Drugs Acts. The penalty for discovery of illegal drugs and controlled substances on board a Yacht is confiscation and forfeiture of the Yacht even if the presence of such substances is unknown to the crew. Therefore, if such

substances are used by or found in the possession of CHARTERER or any charter guests, this Contract will be immediately terminated, CHARTERER and all charter guests will be disembarked at the next port of call without a refund of any portion of the Charter Fee.

**16. REDELIVERY:** The CHARTERER agrees to redeliver the Yacht, her equipment and furnishings, free and clear of any indebtedness incurred for/by the CHARTERER, at the expiration of the charter. The CHARTERER also agrees to be responsible for and to replace or make good any injury to the Yacht, her equipment and furnishings caused by himself or by any charter guest, less ordinary wear and tear, except to the extent such claims are covered by insurance as provided above. This means that the CHARTERER shall be responsible for any costs up to the amount of any deductible. Should the CHARTERER hinder the Yacht's redelivery to the place and time stipulated, for whatever cause, CHARTERER shall pay the OWNER demurrage pro rata for additional charter time, plus any other losses the OWNER sustains related to the delayed redelivery. If the delay in redelivery is due to Force Majeure, the CHARTERER is not held responsible for any additional charter fees.

**17. LIMITATIONS AND DISCLAIMERS OF LIABILITY:**

**(a)** The CHARTERER acknowledges that the OWNER is not an insurer of his or her safety during the course of the voyage and that the Yacht does not carry a doctor or have medical facilities aboard. The CHARTERER agrees that the OWNER shall not be liable in any circumstances for any incident or injury arising from events occurring outside of the common areas of the Yacht or outside of the Yacht itself, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by the OWNER, on or resulting from equipment not a part of the Yacht, or upon docks and/or piers, or involving persons employed on board the Yacht acting outside the course and scope of employment. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WARRANTIES OF FITNESS AND MERCHANTABILITY.

**(b)** OWNER disclaims all liability to the CHARTERER for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that CHARTERER, nor from that CHARTERER having been at risk of actual physical injury, nor intentionally inflicted by the OWNER.

**(c)** CHARTERERS acknowledge that travel aboard a sailing Yacht is subject to prevailing sea and weather conditions which may result in a CHARTERER becoming sea sick or wet and that OWNER is not liable for any discomfort that a CHARTERER may suffer from wind, sea, or weather conditions. CHARTERERS also agree that if a CHARTERER requests termination of a voyage due to sea sickness or uncomfortable sailing conditions, CHARTERERS shall not be entitled to any refund.

**(d)** With respect to OWNER'S cruises that do not begin, end, or call at a port or territory of the United States, OWNER shall be entitled to the benefit of all limitations, rights and immunities conferred by the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974, as well as the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention"). The Athens Convention limits OWNER'S liability for death or personal injury of a passenger to no more than 46,666 Special Drawing Rights (approximately U.S. \$65,000, which fluctuates daily), and also limits OWNER'S liability for damage to luggage and makes special provision for valuables.

**(e)** In addition, and on all other cruises, OWNER and the Yacht shall have the benefit of any statutory limitation of liability or exoneration of liability available in the applicable forum, or under any applicable national or international law, including, but not limited to, 46 U.S.C. §§ 30501 through 30509 and 30511. Nothing in this Contract is intended to nor shall it operate to limit or deprive OWNER or any such statutory limitation of or exoneration from liability under any applicable laws.

**(f)** OWNER shall not be liable for any injuries or damages which occur while participating in any recreational activities aboard the Yacht or onshore at any port of embarkation or port of call, including, but not limited to, CHARTERER participation in onshore excursions and/or activities. By utilizing onshore facilities, the CHARTERER agrees to assume all risks arising therefrom and does hereby fully release and discharge OWNER from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the CHARTERER'S use or intended use of said onshore facilities and/or participation in onshore activities.

**(g)** OWNER and CHARTERER hereby agreed that OWNER shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by the OWNER nor for any intentional or negligent acts of OWNER'S employees committed while off duty or outside the course and scope of their employment.

**(h)** All limitations, exceptions and conditions herein contained as to the liability of the OWNER shall also apply to the liability, if any, of its agents, Yachts, tenders, directors, employees or other representatives or CHARTERERS of the Yacht.

**18. BAGGAGE AND VALUABLES:**

**(a)** The term "baggage" means suitcases, valises, satchels, bags, back packs, brief cases, computer bags, hangers, bundles or containers and their contents consisting of clothing, clothing accessories, toilet articles, computers, tablets, readers, personal electronics, cameras and similar personal effects, including all other personal property of a CHARTERER not in a container, such as jewelry, watches, purses, wallets, etc. OWNER does not undertake to carry as baggage any tools of trade, household goods,

fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other valuables, including but not limited to those specified in 46 U.S.C. § 30503. CHARTERERS warrant that no such items will be presented to OWNER within any receptacle or container as baggage, and hereby releases OWNER from all liability whatsoever for loss of or damage to such items when presented to OWNER in breach of this warranty. CHARTERERS further warrant that he or she has not carried onto the Yacht any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the Yacht embarks or of any other port State visited by the Yacht during the course of the voyage, and the CHARTERER agrees to indemnify OWNER for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the CHARTERER. OWNER shall not be liable for any loss of or damage to any perishable items, dentures and/or other dental devices, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, jewelry, cell phones, computers, tablets, readers, electronic devices, clothing, cash, securities or other negotiable instruments under any circumstances whatsoever, whether carried within a CHARTERER'S baggage or otherwise.

**(b)** CHARTERERS and OWNER agree and stipulate that the aggregate value of all a CHARTERER'S baggage and any other property lawfully brought on board by a CHARTERER, which shall include but not be limited to photographic equipment, jewelry, watches, cell phones, computers, tablets, readers, electronics, clothing, cash and all other personal property, does not exceed U.S. \$300.00 and any liability of OWNER or the Yacht for any cause whatsoever with respect to said baggage and other property regardless of whether carried in baggage or by a CHARTERER shall not exceed such sum unless the CHARTERER shall specify its true value, in writing, provide proof of the stated value, and pay to OWNER, before embarkation, an amount agreed between OWNER and CHARTERER to cover the value of items above the limitation amount, in which case OWNER'S liability, if any, shall be limited to the actual damage sustained up to, but not exceeding such specified value. In no event shall OWNER be liable for normal wear or tear of a CHARTERER'S property or baggage or for wetting of property or baggage due to sea conditions, weather, or any other reason.

**(c)** CHARTERERS hereby acknowledge that there is no secure storage aboard the Yacht for valuables, including computers, cameras, cell phones, watches, or other devices, jewelry, or other property and that there is no safe aboard the Yacht. CHARTERERS agree that all disclaimers and limitations of liability contained herein shall apply to all valuables and property brought aboard the Yacht by CHARTERERS. OWNER cannot accept responsibility for, and in no event shall be liable for, the loss of or damage to valuables or other articles left in cabins, and in no event shall OWNER be liable for loss of or damage to property of any kind.

**(d)** CHARTERERS agree to promptly report any loss of or damage to baggage to OWNER, prior to debarking; OWNER shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to baggage occurring elsewhere than on board the Yacht in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and CHARTERERS agree that OWNER does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.

**(e)** CHARTERERS will not be liable to pay nor entitled to receive any general average or salvage contribution or award in respect to property taken by a CHARTERER onto the Yacht.

## **19. INDEPENDENT CONTRACTORS:**

**(a) Off-Yacht Transport and Activities:** CHARTERERS recognize and agree that, if and when OWNER makes arrangements for a CHARTERER for air transportation, hotel accommodations, ground transfers, shore excursions, medical care and/or for other transportation, activities, services, facilities or amusements occurring off of the Yacht, OWNER does so solely for the convenience of and on behalf of the CHARTERER. OWNER does not act on behalf of or supervise the parties or persons who own, furnish, or operate such conveyances, services or facilities, and the same are provided by independent contractors who work directly for CHARTERERS and CHARTERERS are subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. CHARTERERS shall have no right to any refund and OWNER shall have no obligation or liability of any kind to a CHARTERER for acts, omissions, or injuries in connection with or arising out of arrangements with independent contractors since they are not agents or employees of OWNER. Therefore, CHARTERERS agree that OWNER assumes no responsibility for, nor guarantees the performance of, any such person, party, contractor, service or facility, and that OWNER shall not be liable for losses or injuries arising from the acts or omissions of such person, party, contractor, service or facility, whether such loss or injury arises from negligence, gross negligence, or willful act.

**(b) Payment for Optional Services:** Such parties or persons described in sub-sections (a), above, shall be entitled to make a proper charge for any service performed for or on behalf of a CHARTERER and the cost of such service shall be the sole responsibility of CHARTERER.

**(c) Indemnity:** CHARTERER acknowledges and agrees that in the event OWNER is found liable to pay damages to CHARTERER based on the negligence or other wrongful conduct of any person or entity other than OWNER, or is found liable to any other person or entity based on CHARTERER'S conduct, whether by way of joint and several liability or otherwise, the CHARTERER will indemnify and hold OWNER harmless for any and all such conduct and/or damages. This Contract to indemnify and hold OWNER harmless shall specifically include, without limitation, all medical services provided on or off the Yacht, as well as all shore excursions, transportation or other facilities or activities provided or furnished by any person or entity other than OWNER.

## 20. LIMITATIONS ON ACTIONS:

**(a) Suits for Injury or Death:** CHARTERERS agree that no suit, whether brought in rem or in personam, shall be maintained against OWNER for emotional or physical injury, illness or death of CHARTERER unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to **OWNER within six (6) months from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death**, notwithstanding any provision of law of any state or country to the contrary. Claims shall be deemed to have arisen by no later than the end of the voyage in question.

**(b) CHARTERER Waives Right to Class Action Relief:** THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON CHARTERER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, CHARTERER AGREES THAT ANY LAWSUIT AGAINST OWNER WHATSOEVER SHALL BE LITIGATED BY CHARTERER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND CHARTERER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING CHARTERER TO PARTICIPATE IN A CLASS ACTION.

**(c) Appointment of CHARTERER as Legal Representative of Minor:** If a CHARTERER is traveling with his or her natural born or adopted minor children, the CHARTERER hereby agrees and stipulates to the appointment, of him/herself as the legal representative of such minor children within the meaning of 46 U.S.C. § 30508(d) upon boarding.

**21. VENUE AND GOVERNING LAW:** Any and all disputes whatsoever arising out of or relating to this Contract or the CHARTERER'S voyage, whether *in personam* or *in rem*, as well as the interpretation, applicability, and enforcement of this Contract shall be governed exclusively by the general maritime law of the United States, which shall include the Death on the High Seas Act (46 USCS § 30302) without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary. To the extent such maritime law is not applicable, the laws of the State of Florida (U.S.A.) shall govern the Contract, as well as any other claims or disputes arising out of that relationship. It is hereby agreed that this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary. It is also hereby agreed that any and all claims, disputes or controversies whatsoever arising from, related to, or in connection with this Contract or the CHARTERER'S voyage, including any activities on or off the Yacht or transportation furnished therewith, shall be commenced, filed and litigated, if at all, before the United States District Court for the Middle District of Florida in Tampa, Florida, U.S.A., or as to those lawsuits for which the United States District Court for the Middle District of Florida in Tampa, Florida lacks subject matter jurisdiction, before a court of competent jurisdiction in Pinellas County, Florida, U.S.A. in Clearwater, Florida, to the exclusion of the Courts of any other country, state, city or county where suit might otherwise be brought.

**22. CONNECTIVITY:** The Yacht does not provide Internet access for CHARTERERS. CHARTERERS cell phone connectivity may be limited by the location of the Yacht, distance from shore or distance from cell phone towers. OWNER shall not be liable for any loss suffered by a CHARTERER due to inability to access the Internet or access cell phone communications.

**23. PARTICIPATION IN SAILING THE VESSEL:** To the extent a CHARTERER participates in sailing the Yacht by being allowed to steer the Yacht, raise sails, trim sails, handle lines, or participate in any other activity, CHARTERERS undertake such activity at their own risk as passengers and in no case shall be deemed to be crew members of the Yacht and shall not be entitled to any remedy as a crew member in the event of injury or illness while aboard the Yacht. OWNER may allow CHARTERERS to participate in sailing activities at the sole discretion of the Captain but participation in sailing the Yacht is not mandatory and OWNER is not and does not offer instruction on how to sail.

**24. AMENDMENTS AND MODIFICATIONS:** In the event amendments or modifications to this Contract are required they may be added by OWNER by means of printed or electronic form provided to CHARTERER and will be considered an enforceable part hereof.

**25. USE OF CHARTERER LIKENESS:** CHARTERERS consent to OWNER'S use and display of a CHARTERER'S likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. This consent by CHARTERERS extends to minors and other persons in the care and charge of a CHARTERER. CHARTERERS further agree that any type of photograph or recording, in any audio or video format, of a CHARTERER, other CHARTERERS, crewmembers, independent contractors, concessionaires, CHARTERER entertainers or any other third party onboard the OWNER'S Yacht or depicting said Yacht, the design, equipment or any other feature or part of said Yacht, shall not be used by a CHARTERER for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of OWNER. OWNER is permitted to take any and all reasonable measures to protect OWNER and enforce this provision.

**26. EXECUTION OF CONTRACT:** The OWNER and CHARTERER, whose signatures need not be affixed to the same copy of this Contract, may transmit the Contract by facsimile or other electronic means. The separately signed Contract, and/or copies thereof, shall constitute a binding Contract between the OWNER and the CHARTERER. This Contract must be signed and returned within 10 working days of receipt by the OWNER or the CHARTERER has the right to cancel without penalty.

**27. TRIP CANCELLATION INSURANCE:** CHARTERER acknowledges that trip insurance is available to minimize CHARTERER'S financial risks pertaining to this Contract. If CHARTERER elects not to purchase trip insurance, CHARTERER assumes all expenses and losses related to non-refundable payments of this Contract. Should CHARTERER elect to purchase trip insurance, the cost to purchase such insurance is the sole expense of CHARTERER, and CHARTERER has sole discretion to choose which insurance policy to purchase, and accepts the full responsibility of understanding the coverage offered from the insurance provider of CHARTERER'S choice. OWNER shall not be held liable for any claims related to the trip insurance. CHARTERER INTIALS: \_\_\_\_\_

I have read and understand the terms of this Contract, plus all additional conditions and/or addendums before signing and have initialed each page of this Contract.

CHARTERER:

Date:

Print Name:

Signature:

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OWNER: **SAILING KUMA TOO, LLC**  
**OWNER/MANAGING PARTNER**

Date:

Print Name:

Signature:

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