



Yacht, LLC

Charter Terms & Conditions

For a Sunset or Island Cruise in or around the Florida Keys, aboard the After Hours Yacht LLC.

Date \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Phone \_\_\_\_\_ EMAIL \_\_\_\_\_

Cruise beginning at \_\_\_\_\_ am/pm on \_\_\_/\_\_\_/20\_\_\_ and ends at \_\_\_\_\_ am/pm on \_\_\_/\_\_\_/20\_\_\_ for \_\_\_\_\_ Passengers

All cruises will depart and return at the Key West Bight marina unless previous arrangements have been made. Cruises are all inclusive and the price includes the yacht, Captain, Steward, fuel, dock fees, beverages, hors d'oeuvres, boat maintenance, and cleaning.

Price for the cruise is \$ \_\_\_\_\_ plus tax and gratuity.

Payment terms are 50% down at time of booking and the balance due prior to your charter leaving the dock.

Terms and conditions

- 1. Cancellation, by the customer 2 weeks prior to the cruise will get a full refund of your deposit. Cancellation less than 2 weeks prior will not be refunded.
2. Cancellation by after Hours due to weather or any other reason will receive a full refund. After Hours will not be liable for any monetary damages of any kind as a result of the cancellation.
3. Drugs, firearms, and any illegal substances or items are strictly prohibited.
4. Consumption of alcohol by a minor is strictly prohibited.
5. Children 12 and under are required to wear life jackets, and be under close parental supervision at all times.
6. Smoking is prohibited inside the yacht. Please check with the Captain for allowable areas outside.
7. High heel shoes, and spray sunscreen are not allowed. As they can damage the teak flooring.
8. Cameras are present on the rear deck and main salon.
9. All decisions regarding safety of the passengers and crew, the boat, interpretation of the terms and conditions or any matter in regard to this cruise and or termination of, are the complete discretion of the Captain.

Release of Liability

Acknowledgement and acceptance of risks: I, the undersigned, hereby acknowledge that I have voluntarily chosen to take part in a Charter or Cruise. I hereby understand that certain risks are inherent in any such adventure activity and cannot be fully eliminated, precluded or controlled. I appreciate that the risks, some of which can contribute to the unique character and enjoyment of the activity, can also be the cause of injury, illness and death. I know and fully understand that an excursion on any type of vessel, as well as all associated activities such as but not limited to swimming, snorkeling and fishing, are outdoor adventure activities in an aquatic environment.

The Gulf of Mexico and Atlantic Ocean are still deemed a wild frontier with inherit risks and hazards where serious injuries can occur, participants can die, sustain injuries, become ill and damage to property may arise. These risks and hazards include, but are not limited to; (1) loss of control of the vessel, falls overboard, slips or falls anytime while boarding, deboarding, or on-board, any injury or accident occurring while traveling dinghy / tender, collision with other vessels, docks, reefs, rocks and / or any other man-made or natural obstacles, whether obvious or not; (2) judgement, decision making and professional conduct of the Captain (and / or First Mate, if one is present); (3) submersion in water, drowning, lung expansion or any other injuries associated with water sports and other water-related activities, including diving; (4) encounters with aquatic creatures, aquatic animals or other aquatic life.

By purchasing or accepting admission and / or tickets: I hereby agree that After Hours Yacht LLC may use film, voice or photographic records of this cruise for its promotional and / or commercial purposes. Upon the above terms, I understand by the very nature, sporting activities like boating involve an increased risk of personal injury. I agree to participate in this cruise and realize that I am personally responsible for my safety and the safety of my guests and that I will stay alert to the hazards of the sea. I hereby waive, release and indemnify and hold harmless the Vessel and it's owners, operators and charterers against and from any and all losses, damages, expenses (including attorney fees), claims, demands, causes of action or liabilities for personal injury, death, property or consequential damages of whatever kind and by whomever and wherever asserted arising out of, resulting from or related to my presence and / or activities on board or related to the Vessel, cruise and / or the excursion. I hereby expressly and voluntarily assume all risks in connection with said activities, whether foreseeable or unforeseeable. I further agree to indemnify the Vessels and organizers from all claims, demands, costs or judgements arising from my own acts or omissions while participating in the above references cruise. I further state that I am of lawful age and legally competent to agree to this affirmation and release; that this includes those in my party or family that I am paying their fare, that I understand the terms herein are contractual and not a mere recital; and that I hereby purchase and or accept admission on the conditions hereby provided. No admission will be purchased or accepted without the agreement in place.

Privacy Policy: Customer information that we collect (name, address, payment and contact information) is only used for the purposes of servicing the reservation, unless otherwise explicitly given permission such as signing up for our mailing list. No customer information will be voluntarily viewed by or shared with any third parties other than After Hours Yacht LLC employees and / or credit card processing services.

By signing this document, you and your guests agree to all the terms and conditions, acknowledgement and acceptance of risks, waiver and the privacy policy.

Customer signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_
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