



Tour Agreement And Waiver

Toronto, ON,

Canada

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Sail La Vie Boat Rental and School (SLV) is happy to provide the opportunity for you to have an unforgettable sailing experience! SLV encourages people to come aboard and enjoy the thrill of sailing.

This document describes dos and don'ts at SLV and the guest waiver.

1. **The full payment should be defined in advance.** The payment consists of a non-refundable deposit (50% of full payment) and a final payment (other 50% of full payment). Full payment is collected no less in 60 days before of the embarkation.
2. SLV supports compliance with all regulations for required safety equipment and maintenance of the vessel in safe operating condition. The skipper and crew are responsible for a safe and efficient experience, including navigation, crew management and ensuring that the vessel condition complies with local and international law, SLV rules and flag state policies. The skipper has the right to change the itinerary, delay and/or cancel departure or arrival at any port of call or anchorage
3. The skipper and crew are not responsible for any lost or stolen personal property.
4. All persons on board, including passengers and crew are under the skipper's authority. As this is a real sailing adventure, the skipper might also request your help on board and will be more than happy to share some of his sailing knowledge during the journey.
5. Our skippers and crew do their best to ensure that all cruise members have their expectations met starting from the scheduled departure time until the arrival time back at the dock. However, you should expect that the trip could be shortened, or other delays could occur due to weather and other factors beyond our control. Weather is part of the sailing experience – both good and bad days. We must respect Mother Nature and we will not knowingly put anyone in danger. The skipper makes the final decision whether or not to proceed with sailing.
6. SLV has no liability or responsibility for delays, cancellations, or failures to provide services if impediments are caused by Acts of God, inclement weather, rough seas, storm warnings, lightning, thunderstorm, heavy fog, very strong wind, government orders, labor disputes, legal prohibitions, third-party interferences, or any other causes beyond the control of the skipper.
7. In addition, the skipper shall exercise his best judgment and discretion to cancel any charter without refund for any of the following reasons: passengers' over-intoxication, unconsciousness, aggravation of previous injuries, illegal drug use, unruly or reckless behavior, perceived risk or threat to the operation of the boat or to others, criminal act or violation of local law and boating regulations, or behavior that distracts the skipper or the crew from their duties.
8. Water based activities have inherent elements of danger and excitement. We recommend participating only in water activities supervised by a guide(s). We make every reasonable effort to ensure that the fun and adventurous element of any water activities (in countries with varying degrees of operating standards) have a balanced approach to safety and recommend following Boat Rules /Appendix D/. **Also, we strongly recommend being very careful exploring new places and trying any food or local meals. Cooking, water activities, fishing, swimming, including snorkeling, are always exercised at your own risk.**
9. Travel insurance with Covid 19 covering is compulsory to allow participation of our trips. When selecting a travel insurance policy please bear in mind that all clients must have medical coverage and that we require a minimum coverage of **CAD 1000, 000.00** for repatriation and emergency rescue.
10. SLV will not accept any liability for personal injury arising out of the use of the cruise facilities, or out of the participation in any event organized by SLV, whether sustained by



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passengers, whether or not such damage or injury could have been attributed to or caused by neglect, negligence or failure of any of the committee or servants of the cruise.

INDEMNITY AND RELEASE OF LIABILITY

We do not anticipate any trouble arising out of the tour, but in case of unforeseen or unavoidable events, we ask that you read and acknowledge the following waiver provisions:

1. I, the undersigned, recognize that an element of risk is involved in all water sports and adventures, including sailing and understand that it is a condition of my participating in this tour I do so at my own risk. I will wear my life jacket/personal flotation device and always follow any other safety instruction, as required by the skippers.
2. I agree to follow to Covid 19 requirements and regulations of any countries related with my sailing trip.
3. Therefore, in consideration of my acceptance of participating with this tour, I covenant and agree to hold harmless and indemnify Sail La Vie Boat Rental and School (SLV) their principals, instructors, and skippers and employees from any and all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in this tour and/or any activities on or the use of any facilities or equipment of SLV notwithstanding that the same may have been contributed to or caused or occasioned by the negligence of the same bodies or any of them, or their agents, officials, servants or representatives. I further understand and agree that this release is binding upon myself, my heirs, executors, and assigns.
4. I hereby agree to the terms of said waiver and hereby release *Sail La Vie Boat Rental and School, its officers, employees and Captain/Instructor Oleg Nakarikov*, from all liability that may arise. I agree to these terms of my own free will and have the capacity to do so.
5. I agree to indemnify and hold Sail La Vie Boat Rental and School, their principals, instructors, skippers and employees harmless against any loss, damage or expense incurred by SLV by reason of any action or omission of me, its employee, agents, family, and guests.
6. **In short, if I break it I pay it. I agree to pay and be held fiscally responsible and liable for any damage or loss (excluding normal wear and tear), to the charter vessel occurred by my fault.**
7. I give my permission to SLV to use any photos and video or any other forms of media for promotional purposes including brochures, newsletters, internet, websites or any social recourse.
8. There are 2 pages to this document. You must initial each page and sign in full on the last page upon embarkation.

I have had the opportunity to view, read and understand this document before sign.

Agreed by _____ Signature _____ Date _____

Agreed by _____ Signature _____ Date _____

Agreed by _____ Signature _____ Date _____

Agreed by _____ Signature _____ Date _____

Captain Oleg Nakarikov _____ First Mate Marina Lescheva _____