

Island Chill Yacht Charters

The Relaxing Excitement of the Islands – On the Chesapeake!

(410) 212-4476 IslandChillYachtCharters@gmail.com

www.islandchillyachtcharters.com

c/o Londontowne Marina, 832 Shore Drive, Edgewater, MD 21037

Therapy Crewed Charter Agreement & Waiver - TCCAW (CCY43012M83D)



Ahoy - Welcome Aboard!

After payment and registration, guests will be welcomed by your Cruise Director. After settling in, guests will be given an overview of safety and brief cruise itinerary. Welcome to the *Island Chill MD Wave!*

Please fill out and sign the following Agreement, and bring to your charter.

Charterer Name: _____ **D.O.B. (M/D/Y):** _____

Company Name: _____ **Website:** _____

Phone: _____ **Email:** _____

Address: _____

RENTAL PERIOD: Cruise Date: _____ Time: _____.

Half Day: _____ Full Day: _____ Sunset: _____ Overnight B & B: _____

Meal: Y___ N___

Signature at the end of this document affirms I have been informed of, and agree to, the following:

Reservation & Cancellation Policy: A deposit of \$100 is required to reserve booking or booking paid in full (see following for forfeitures). \$100 deposit is fully-refundable up to 7 days prior to charter. Please call at least 3 days prior to charter to pay balance, which is 70% refundable in the case of guest cancellation within this 3-day time window. Alternatively, cruise deposit and balance can be applied to a rescheduled and available date and time at no extra cost. We accept Visa, American Express, Discover & MasterCard; please call us if you prefer to pay by cheque. See weather policy below¹.

Capacity: Up to 6 per boat and 12 guests for '2-boat raft-up parties'.

SAFETY AND RESPONSIBILITY

- ALL children 13yrs and under must wear a life jacket while underway, unless parents/guardians decide otherwise and will be solely responsible. While underway, kids may also be tethered for safety and comfort.
- No riding on the bow without permission of the crew.

ACKNOWLEDGMENT OF RISKS

Charterer acknowledges that some, but not all, of the risks of participating in watercraft activities include:

1. Decking can be wet and slippery;
2. Changing water flow, currents, wave action and wakes from other boats;
3. Falling while launching watercraft;
4. Collisions with any of the following: other watercraft, and manmade or natural objects;
5. Being hit or entangled in sails, rigging and mooring lines;
6. Equipment failure or operator error;
7. Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature;
8. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
9. Collision, capsizing, sinking or other hazards which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
10. The presence of insects, marine life forms, and other wildlife;
11. Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; and
12. Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of an accident.

WEATHER POLICY: We do not have a 'cruise, rain or shine – no refund policy'. If the weather forecast is for continuous or 100% chance of rain, hurricane or thunderstorms, or the U.S. Coast Guard issues a small craft warning for the Chesapeake Bay, the date of cruise can be rescheduled for any un-booked time slot. If the weather forecast is simply for chance of showers or rain or scattered thunderstorms or isolated thunderstorms or chance of thunderstorms, we will discuss the best, safe, fun and cruise routes with guests prior to departure. Generally, we shelter for passing thunderstorms and stay closer to port. If the U.S. Coast Guard issues a 'small craft advisory' for the Chesapeake Bay, we will restrict our cruise destinations to the South River.

Initials: _____

Charterer agrees to assume responsibility for all the risks of the activity, whether identified above or not. My participation in the activity is voluntary. I assume full responsibility for myself for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I participate in the activity.

WATERSPORT & PADDLEBOARD RULES

If aboard, watersport and paddleboard use is voluntary, without cost. User agrees to pay in full for watersport equipment loss or damage (replacement cost), or complete paddleboard loss (\$370) puncture repair, fin damage, paddle loss (\$100), fin loss (\$35) or general paddleboard damage, other than reasonable wear from usage.

_____ (Initials).

PHOTO/VIDEO PERMISSION

The crew of *Island Chill Yacht Charters* request permission to take photos and videos during your cruise, and will send you links for you to access these media memories. We also request permission to use the images in our advertising, promotion, marketing and packaging for our cruises and products, including our website. I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified. I consent to publication.

_____ (Initials).

LOST ITEMS ABOARD

In no event will we be liable for any loss or damage incurred, including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of items aboard or on the Londontowne property.

_____ (Initials).

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Charterer does hereby remise, release, and forever discharge Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Charterer ever had, now has, or which Charterer's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use, misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Charterer and Boat Owner. Charterer has read and understands all of the terms, conditions, risks and rules set forth above, and agrees to all terms without reservation.

Please fill in the following information:

Charterer Name: _____ Signature: _____ Date: _____

Party Name: _____ Email: _____ . Signature: _____

Party Name: _____ Email: _____ . Signature: _____

Party Name: _____ Email: _____ . Signature: _____

Party Name: _____ Email: _____ . Signature: _____

Party Name: _____ Email: _____ . Signature: _____

Children's Name: _____ Guardian Signature: _____

Children's Name: _____ Guardian Signature: _____

Children's Name: _____ Guardian Signature: _____

How did you hear about us (Circle): Social Media / Google / Yelp! / Referral / Other

Payment Information:

Credit Card #: _____

CCV: _____ Exp Date: _____ Zip Code: _____

Total Cost: \$ _____

I agree to the above terms & conditions:

Charterer Name: _____ Signature: _____ Date: _____

Crew: _____ Date: _____ Package: _____ Balance: _____

Notes: _____

*To Bring People Together to Create Memories,
Strengthen Friendships & Family Connections.*

Thank You For Choosing The Wave!

Initials: _____