



## Terms & Conditions

The following Terms & Conditions are a material part of the Charter and Charter Guest and the members of their party (“Charter Guest Group”) agree to bound hereby. Festiva Sailing Vacations reserves the right to update, modify, amend, and/or supplement these Terms & Conditions at any time including through the Return Date. Festiva Sailing Vacations will make best efforts to notify Charter Guest of any such revisions, but failure of actual notice to Charter Guest Group shall not relieve Charter Guest Group of their obligation to comply herewith. Festiva Sailing Vacations will post the most current Terms & Conditions on its website, including a date confirming any revisions. It is Charter Guest Group’s responsibility to check the website to confirm any revisions through the Return Date.

**Charter Price:** All advertised Charter Prices are accurate as of the date of publication, but Festiva Sailing Vacations reserves the right to change any of Charter Prices from time to time. Charter Prices include a cost for fuel that was estimated at the date of publication. Any additional fuel costs incurred at the request of Charter Guest Group, including fuel expended to run the vessel’s machinery outside of normal practice, shall be Charter Guest Group’s responsibility. All Charter Prices are provisional until your booking is completed.

**Limitation of Liability and Conditions of Carriage:** Charter Guest Group affirms that the Charter may involve risk and potential exposure to injury; that risk and dangers may be caused by the negligence or participation of other passengers or third parties; that swimming or the use of snorkels, masks or other water equipment, including the vessel’s dinghy, involve risk and potential exposure to injury; that on-board, in-water, and land based activities related to the Charter involve risk and potential exposure to injury; and that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. Charter Guest Group acknowledges and accepts these potential risks and dangers and agree to hold harmless and release Festiva Sailing Vacations, its insurers, underwriters, brokers, agents, servants, employees, officers, directors, managers, stockholders, successors, assigns, subsidiaries and affiliates, and all other persons, firms, or corporations for whom or with whom Festiva Sailing Vacations is working in relation to the Charter; and further agrees to hold harmless and release the vessel, and all of her owners, operators, charterers, underwriters, brokers, masters, and crew (all of whom are referred to collectively as the “Released Parties”) therefrom.

In recognition of the inherent risk associated with the Charter, you confirm that Charter Guest Group is physically and mentally capable of sailing on the vessel, and that Charter Guest Group willingly and voluntarily assumes full responsibility for any injury, loss or damage that Charter Guest Group may cause. It is Charter Guest’s responsibility and obligation to inform Festiva Sailing Vacations, at the time your booking is made, of any medical or physical disability or limitation that might disable or render Charter Guest Group unable to perform or safely travel on the vessel. Failure to do so will release the Released Parties from any liability for loss, damages or

other compensation arising from or related in any way to such disability or condition. Charter Guest Group further acknowledges that they are the best judge of their own conditions and limitations and that it is incumbent upon each individual to fully disclose the full extent of any such conditions or limitations to Festiva Sailing Vacations.

**IN CONSIDERATION OF FESTIVA SAILING VACATIONS' PROVISION OF SERVICES IN ACCORD WITH THE CHARTER, CHARTER GUEST GROUP, AND FOR THEIR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DOES HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE TO INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, DEATH, LOSS OF SERVICES, LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR OTHER DAMAGE WHICH MAY ARISE OUT OF OR OCCUR DURING THE CHARTER WHICH SHALL INCLUDE, WITHOUT LIMITATION, ANY LOSS CAUSED BY ANY DEFECT OR UNSEAWORTHINESS IN THE VESSEL, OR HER MACHINERY OR APPURTENANCES, EQUIPMENT, FURNISHINGS, SUPPLIES OR OF HER OFFICERS OR CREW OR WATERCRAFT; FAULT OR NEGLIGENCE OF THE CAPTAIN OR CREW; ANY NEGLIGENCE OF CHARTER GUEST GROUP OR CAUSED BY THEIR BREACH OF THIS CHARTER; OR WHICH RESULTS FROM THE ACTS OR OMISSIONS OF, OR ANY CLAIMS ASSERTED BY, THE OTHER PASSENGERS ON THE VESSEL. RELEASED PARTIES ARE NOT LIABLE FOR PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES. REGARDLESS OF THE SITUATION OR CIRCUMSTANCES GIVING RISE TO A CLAIM, CHARTER GUEST GROUP WAIVES ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST RELEASED PARTIES. RELEASED PARTIES MAXIMUM LIABILITY, FOR ANY REASON WHATSOEVER, WILL BE LIMITED TO THE CHARTER PRICE. TO THE FULL EXTENT PERMITTED BY LAW, RELEASED PARTIES EXCLUDE ALL REPRESENTATIONS, WARRANTIES OR TERMS (WHETHER EXPRESS OR IMPLIED) OTHER THAN THOSE EXPRESSLY SET OUT IN THE CHARTER.**

**Insurance:** Festiva Sailing Vacations insures the vessel against fire, marine and collision risks with protection and indemnity coverage for the vessel during the Charter. Charter Guest Group shall be relieved of any and all liability for loss or damage covered by this insurance unless such loss or damage is based upon the sole, joint, active, passive, or concurrent negligence, intentional acts or omissions, gross negligence, or other fault of any of the Charter Guest Group.

Festiva Sailing Vacations is not responsible for any damage to property owned by Charter Guest Group or for any injury or death of Charter Guest Group. Charter Guest Group is strongly advised to insure themselves against any possible risk that may occur related to the Charter, their travel, their property, or other associated activities or causes. Adults will at all times be responsible for minors in their charge.

**Arbitration:** Any controversy or claim arising out of or relating to this Charter, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to submit to arbitration in Asheville, North Carolina. The parties hereby waive any right to a trial by jury.

Last updated August 25, 2021.

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**Festiva Sailing Vacations**

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**Date**

\_\_\_\_\_  
**Charter Guest**

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**Date**