

LIABILITY AND INDEMNIFICATION AGREEMENT

The payment of your initial deposit and the acceptance of your signature to the Terms and Conditions and this Liability and Indemnification Agreement by Mariner International Travel, Inc. d/b/a "The Moorings" and "TUI Marine" (hereinafter with its affiliates, owners, officers, agents and employees, as well as the named vessel or substitute vessel, including its master and crew, collectively referred to as "The Moorings") creates a contractual relationship between The Moorings and you, the charterer or passenger of the vessel provided by The Moorings ("You" or the "Passenger"). Please read the following information carefully. In order for your booking to be completed, **you must indicate your acceptance of this Agreement** by signing and returning this Agreement to The Moorings by fax at 1-727-530-9747; by mail to 93 N. Park Place Blvd, Clearwater, Florida 33759; or scan and email to paperwork@moorings.com, no later than fourteen (14) days after receipt of payment of your initial deposit.

1. LIMITATION OF LIABILITY. Neither The Moorings, its affiliates, owners, officers, agents, or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of The Moorings, or of any persons for whose acts it would otherwise be responsible, including the crew assigned to your vessel, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that The Moorings neither owns nor operates its third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold The Moorings responsible for their acts or omissions.

2. ACKNOWLEDGMENT OF RISK. You understand and acknowledge that your travel on the vessel may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, officers or agents of The Moorings or the negligence or participation of other participants, contractors and/or subcontractors to The Moorings. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the charter of the vessel, and that you are willingly and knowingly electing to sail on the vessel in spite of such potential risk of danger.

3. RESPONSIBILITY. In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of sailing on the vessel, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers or employees of The Moorings. You understand and acknowledge that The Moorings reserves the right to accept or reject any customer for any reason, including, if in The Moorings' judgment, you are incapable of sailing on the vessel and/or your continued sailing on the vessel will endanger yourself or the safety of others. It is your responsibility and obligation to inform The Moorings, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely sail on the vessel. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to The Moorings.

4. RELEASE OF LIABILITY. In consideration of the services and arrangements provided by The Moorings, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify The Moorings, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your trip and any activities conducted in conjunction therewith. The Moorings' maximum liability, for any reason whatsoever, will be limited to the amount paid by the Passenger to The Moorings for its services.

5. MEDICAL CARE. In the event medical care becomes necessary on your trip, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your vessel location, and that the medical facilities and attention available aboard the vessel are limited. Decisions are made by The Moorings staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

6. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, whether brought in rem or in personam, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in the State of Delaware, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth in this provision.

7. EXCLUSIVE GOVERNING LAW AND JURISDICTION. This Agreement and any actions and proceeding shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

8. TIME LIMITATION. Passenger agrees that no suit, whether brought in rem or in personam, shall be maintained against The Moorings for emotional or physical injury, illness or death of Passenger unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to The Moorings within 185 calendar days 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.

9. WAIVER OF JURY TRIAL. In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

10. SEVERABILITY. The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11. EXCLUSIVITY. Except as otherwise expressly provided to the contrary, this Agreement is for the benefit of The Moorings and the Passenger. This Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of The Moorings and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

12. INDEMNITY. The Passenger shall indemnify, hold harmless and defend The Moorings against any damage, liability, suit, claim, penalty, fine, cost or expense whatsoever which arises out of the Passenger's negligence or caused by the Passenger's breach of this Charter, or which results from the acts, omissions or defaults of Passenger or any person acting on behalf of the Passenger, or which results from the acts, omissions or defaults of, or any claims asserted by, the other passengers on the vessel.

IMPORTANT - PLEASE READ: Your sailing on the vessel is subject to your acceptance of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS YOU WILL NOT BE ABLE TO SAIL ON THE VESSEL.** By signing below, you acknowledge that you are the age of 18 or over (or are the parent or guardian of an individual under the age of 18 who is acting on behalf of such individual), you have received, agreed to and read this Agreement and your signature constitutes acceptance of this Agreement. If you are the charterer of the vessel, upon receipt of your initial deposit and your signed acceptance of both the Terms and Conditions of your charter and this Agreement by The Moorings, a confirmation for your charter will be sent to you. Should you have any questions, please call The Moorings at 727-535-1446 or 1-800-535-7289.

AGREED TO AND ACCEPTED BY CHARTERER AND PASSENGERS:

Booking #: _____

Signature _____ Printed Name: _____ Date _____