

PLEASE INITIAL AND RETURN ALL PAGES

BOOKING TERMS AND CONDITIONS

Please read these booking terms and conditions carefully; they form an important part of the contract for your charter package.

All charter packages advertised in our brochures and on our website are operated by Mariner International Travel, Inc. trading as "Footloose" a business registered at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, USA with an address for the administration of paperwork at 93 N. Park Place Blvd, Clearwater, Florida, 33759, USA. All references to "Footloose", "the Company", "we", "us" or "our" is a reference to Mariner International Travel, Inc., and its affiliates, owners, officers, agents and employees, as well as the named yacht or substitute yacht, including its master and crew.

The payment of your initial deposit and the acceptance of your signature to these Terms and Conditions (this "Agreement" or these "Terms and Conditions") by us creates a contractual relationship between the Company and you, the lead charterer or passenger of the yacht provided by the Company (for and on behalf of the other passengers of the yacht, hereinafter referred to as "you", the "Charterer" 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 Company by mail to 93 N. Park Place Blvd, Clearwater, Florida 33759 Attn: After Sales; or scan and email to paperwork@thlmarine.com, no later than fourteen (14) days after receipt of payment of your initial deposit. For confirmation, please call 1-727-614-7305.

Please refer to our website for the latest booking terms and conditions

1. Itineraries

Dates and itineraries that we provide are indicative only and subject to change.

2. How to Book

2.1 To make a booking you can contact us either directly over the telephone by calling the number on our website or via our website at www.footloosecharters.com. The person making the booking (the "Lead Charterer") must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the Lead Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Lead Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all Passengers and for passing on any information regarding the booking or any changes made in relation thereto to all Passengers, including but not limited to information on schedule changes or copies of booking confirmations. Unaccompanied Passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age for an unaccompanied Passenger is 18 years of age on the date of departure. All sums stated in these Terms and Conditions are in US\$ unless stated otherwise.

DEPOSITS and PAYMENT SCHEDULES

	UPON BOOKING	PRIOR TO CHARTER START DATE OR ARRIVAL
BAREBOAT CHARTERS	35% of vacation total	Final Balance due within 90 days
GROUP CHARTERS*	\$500 per boat	35% due 180 days prior to charter start date Final Balance due within 90 days
CREWED CHARTERS	35% of vacation total	Final Balance due within 90 days

* For charters booked for departure between December 20 and January 6, the bareboat charter payment schedule applies. Special Events and Packages may follow separate Deposits, Payment and Cancellation schedules.

2.2 If we accept your booking, we will issue a Booking Confirmation Invoice. When you receive the Booking Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in the Passenger's passport. Travel documents will be sent or

emailed to you (to the address given to us by the Lead Charterer at the time of booking) after initial deposit is made. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the mail. Travel Documents may be in paper or email form depending on your chosen charter package. You cannot assign or subcharter your booking without the prior written consent of the Company.

2.3 We may be able to advance register your booking request before the release of the relevant yacht fleet. Requests that are made more than 11 months in advance are subject to availability and prices.

2.4 We will consider special requests when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfillment of a particular request.

2.5 We may not be able to confirm some of your additional travel requests immediately at booking. In these instances we may issue a Booking Confirmation Invoice, however, the contract for arrangements that we have not been able to confirm will only be made when we have sent you written confirmation that those additional arrangements have been finalized. We will notify you promptly of any changes to your additional travel requests between the time of booking and the written confirmation, including if there is any change to the price. If any of these changes are not acceptable then you will be entitled to cancel your booking and receive a full refund; provided you notify us within 7 days of receiving details of the changes.

2.6 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other Passenger's enjoyment of the charter.

2.7 For Bareboat Charters and Flotilla Vacations: by making a booking, you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale. The Lead Charterer is responsible for ensuring that all Passengers have the necessary documentation for the cruising area. In many of our destinations you are required to be appropriately qualified and possess such documentation during the charter.

2.8 To pay your final balance, amend your booking or discuss any other aspect of your charter package booked directly with us, please contact our Vacation Planners by calling the number available on our websites. For bookings made through an agent, broker or other third party, please contact your agent directly.

3. Prices and Surcharging

3.1 All prices we advertise are accurate as of the date publication, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of publication. Prices on our website are updated regularly. All price quotations are provisional until confirmed in writing on your Booking Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen charter package, including the cost of any supplements, upgrades or additional facilities which you have requested. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time.

3.2 We reserve the right to impose an additional fee for additional transportation costs imposed between the time of confirmation of booking and your departure date, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports and exchange rates. We do not accept responsibility for tourist taxes, resort fees or similar fees that are charged locally, which must be paid by you and are not included within your vacation package price.

4.1 YOUR RIGHT TO A REFUND IS LIMITED. Cancellation/refund requests must be in writing and cannot be made verbally. NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS. Cancelled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Charges and fees for products, services, attractions or excursions to be supplied in addition to the base charter package are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums. The following cancellation policy and terms apply:

DEFAULT AND CANCELLATION POLICIES

Period before departure when written notice of cancellation is received by us	Cancellation charge as a % of total vacation cost (excluding any insurance premiums and any amendment fees already paid to us)
More than 120 days before the start of the Charter	\$400.00 flat cancellation fee
91 – 119 days before the start of the Charter	35% of the cost of the vacation
50 – 90 days before the start of the Charter	50% of the cost of the vacation
0 – 49 days before the start of the Charter	100% of the cost of the vacation
GROUP CHARTERS	Group Charters cancelled more than 180 days prior to the charter start date will be charged a \$500.00 cancel fee
	Group Charters cancelled within 180 days prior to the charter start date will be charged 100% of deposited monies

Please note: We strongly recommend that you purchase travel insurance to cover your booking and travel arrangements.

Should your booking include a booking for the Mariner Inn Hotel in the British Virgin Islands and you cancel this within 14 days of arrival, no refund will be given. Any cancellation outside this time will be entitled to a full refund

4.2 If, after our Booking Confirmation has been issued, you wish to (i) make a change to your existing booking or (ii) change to another vacation or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name and subject to the following conditions:

- a) With regards the yacht charter element of your booking, we will not charge you fees to amend your booking in the following circumstances:
 - a. To correct an incorrect initial, first name, surname or title
 - b. To change your crew members (providing the Lead Charterer does not change)
- b) Should you have purchased anything other than a Yacht Charter then other charges may apply and will be advised at the time of your amendment inquiry by our Vacation Planners. For example, but not limited to, a change in name for a flight may be treated as a cancellation by an airline and a new ticket will be required to be purchased by you.
- c) For the avoidance of doubt, if the charter you wish to change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund of the difference will be given.
- d) Any amendment permitted under this clause is subject to a maximum of 1 change per booking. No refunds shall be due after an amendment is made and any further amendment(s) will be treated as a cancellation and all money paid will be forfeited.
- e) Any amendment, except those stated in (a) above, is subject to the following charges, timings and requirements:

Period before departure when written notice of amendment is received by us	Amendment Options and Consequence
More than 120 days before the start of the Charter	Can change departure date and/or destination, but you will be charged a \$200 fee and the price difference in the vacation where the new vacation is more expensive.
15 – 119 days before the start of the Charter	Can change departure date and/or destination, but you will be charged a \$1000 fee and the difference in the vacation where the new vacation is more expensive.
0-14 days before the start of the Charter	No changes permitted. Any change will be considered a cancellation and the Cancellation Policy Table shall apply.

5. If We Change or Cancel Your Holiday

5.1 The arrangements for your charter are made many months in advance and it is inevitable that changes will sometimes become necessary. We reserve the right to make such changes if they do become necessary. Most of these changes will be minor and we will advise you of them as soon as possible. If major changes (for example not equivalent boat, new destination, new dates) that might affect the overall standard of your charter are made after your booking (such as, for example, a delay in delivery of the yacht of more than 24 hours), you will be notified as soon as reasonably possible and we will offer you an alternative charter if there is time before your departure. In most cases, we will offer an alternative charter which is the same price, or more expensive than the charter you

originally booked. If an alternative charter suggested by us is cheaper, you are entitled to a refund of the price difference.

5.2 We also reserve the right to recall the yacht due to unexpected circumstances (e.g. severe weather conditions etc.) in which case we may give you a credit certificate for use on future charters, extend your charter, or cancel your charter. If we cancel your charter except for reasons beyond our control or as a result of your non-payment of any amounts due under the contract, you are entitled to receive a full refund of all monies paid. Notwithstanding the foregoing, no refund or compensation will be paid if your charter is cancelled due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not be avoided even if all due care had been exercised; such as (by way of example and not by way of limitation) war, riots, civil disturbances, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, acts of God, unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics or any other similar events or unforeseen circumstances that may amount to force majeure.

5.3 We strongly recommend that you do not make travel arrangements to your point of departure or make any connecting travel that is non-refundable or non-changeable or incurs penalties or costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

5.4 We reserve the right to refuse to accept a Passenger or remove a Passenger from a charter if that Passenger violates any law, or, in our sole discretion, is disruptive to others, or constitutes a danger to himself/herself or others. In the event the Passenger is so removed or his/her participation terminated, and any/all expenses from being removed or terminated, which include but are not limited to hotel accommodations and a return flight, are the responsibility of the removed passenger. The removed Passenger will not receive any refund for the remaining portion of the charter. If the skipper of a yacht or any of our marina staff or agents, in his/her reasonable discretion, believes that a passenger is disruptive or that he/she is suffering from a contagious disease, they can also refuse to let such passenger proceed with the charter, disembark the Passenger from a boat or aircraft, or remove the Passenger from an accommodation or excursion/activity.

6. Our Liability, Conditions of Carriage and Limitations

6.1 Neither the Company, 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, where such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to by defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that if you purchase any optional activities that are not part of your pre-booked charter itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation), these activities are operated by independent contractors; the contract for the provision of that activity will be between you and the third party provider for such activity; the Company neither owns nor operates the third party supplier; and accordingly, you agree to seek remedies directly and only against the third party supplier and not hold the Company responsible for their acts or omissions.

6.2 You understand and acknowledge that your travel on the yacht may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence or participation of other passengers. 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 yacht, and that you are willingly and knowingly electing to sail on the yacht in spite of such potential risk of danger.

6.3 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 yacht, and you willingly and voluntarily assume full responsibility for any injury, loss or damage caused by you. It is your responsibility and obligation to inform the Company, at the time your booking 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 yacht. Your failure to do so will release us from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. 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 Company.

6.4 In consideration of the services and arrangements provided by the Company, you, for yourself, other Passengers on your charter, and for your heirs, personal representatives or assigns, do hereby release, waive,

discharge, hold harmless and agree to indemnify the Company, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for emotional injury, 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 charter activities conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the yacht or its launches or watercraft; fault or neglect of the Skipper, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; your negligence or caused by your breach of this charter; or which results from your acts, omissions or defaults or any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on the yacht. The Company is not liable for injury, illness or death of any Passenger unless directly caused by the negligence of willful misconduct of the Company. Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against the Company, its owners, directors, officers, employees, agents, and affiliates, for any reason whatsoever.

6.5 The Company's maximum liability, for any reason whatsoever, will be limited to the amount paid by you to the Company for the charter. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.6 In the event medical care becomes necessary on your charter, 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 yacht location, and that the medical facilities and attention available aboard the yacht are limited. Decisions are made by the Company staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

6.7 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these booking conditions.

7. Yacht Charters Information

Bareboat Yacht Charters and Flotillas

You have the right to inspect the bareboat yacht, her gear, and inventory upon delivery and to ensure that all items are present and in good working conditions. Following the on board briefing, you accept the yacht and thereafter, it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by an accident or breakdown or failure of any part of the bareboat yacht caused by your or your party's acts or omissions, or defects which are agreed and noted on the documentation during the on board briefing.

Following the conclusion of your charter, you must deliver the yacht at the time and place specified by us, free and clear of liens and indebtedness in and in the same condition as the yacht was delivered to you, subject to normal wear and tear, or defects which are agreed and noted on the documentation during the on board briefing. If you return the yacht late at the end your charter, you will be liable to pay a penalty charge of at least one day equivalent price for every three hours late and you will be liable for all recovery costs.

When sailing a yacht you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. Should you wish to have only the skipper and someone under the age of 18 then you will need the Company's express written approval. If you are a solo traveller then please speak to the Company who can arrange for you to hire a skipper or cook as your second mate on board.

Persons under the age of 18 years are not permitted to charter a yacht from the Company, Where a person under the age of 18 years shall be a named customer of a booking but travelling with a responsible person, over the age of 18, but who is not their parent or legal guardian, the parent or legal guardian must provide written permission for that person to travel and must sign these Booking Conditions and any other associated documentation on behalf of their child prior to departure.

We cannot be held responsible for under age consumption of alcohol.

Please note you are not permitted to sail/cruise on your yacht during the hours of darkness (which shall run from the start of sunset to sunrise).

Use of the yacht is for pleasure only. The yacht shall not transport merchandise or carry passengers for pay without the prior written consent of the Company. No pets are permitted on board unless otherwise stipulated.

8. Equipment and Yacht Insurance Coverage

8.1 You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. The company cannot be held responsible for any loss which you may suffer as a result of you providing incorrect information (such as, by way of example only, previous sailing experience (with regards Bareboat Charters or Flotillas) when requested), or due to your negligence, deliberate default, or willful misconduct. Adults will at all times be responsible for minors in their charge.

8.2 The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Company on request.

9. Yacht Damage Waiver and Security Deposits

9.1 For all Bareboat and Flotilla charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Yacht Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

9.2 In the event you or your party cause damage or loss to the vessel (howsoever caused) or to property belonging to a third party you will be liable for the damage up to the value of the Security Deposit paid at the Base, except in the case of gross negligence as defined below.

9.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel by means within the control of the Skipper.

9.4 During the booking process you will be provided with the option of either purchasing Yacht Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

Option 1: Yacht Damage Waiver

If you choose to purchase the Yacht Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between \$825 and \$2475, depending on the size of your boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between \$3,420 and \$6,150, depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

YDW Daily Fees and Security Deposits for Sail Boats (Monohulls & Catamarans) and Power Boats

YDW Option 1: Pay a daily fee in advance and reduce your Security Deposit at the Base					
YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base					
		YDW Option 1	Security Deposit	YDW Option 2	Security Deposit
Hull Type	Yacht Size (ft)	USD per day	YDW 1	USD per day	YDW 2
Catamaran	30-41	62	825	0	4,310
	42-44	66	1,240	0	5,545
	45-50	69	1,240	0	7,275
	51-99*	123	1,240	0	12,935
Monohull	30-34	41	825	0	3,420
	35-40	44	1,240	0	4,620
	41-49	47	1,240	0	4,965
	50-99	55	1,240	0	5,775
Power	30-40	62	1,650	0	4,310
	41-43	66	2,475	0	7,275
	44-99	69	2,475	0	12,935

Under Option 1 only, should you book a Flotilla holiday (fully arranged by the Company) or pre-book a Skipper, organised by the Company, the security deposit collected at the base will be half of what is displayed in the grids above.

Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.

9.5 The Security Deposit payable under Option 1 and Option 2 can be paid in cash, by debit card or credit card.

9.6 The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.

9.7 On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you (please note that Option 1 pre-paid monies will not be refunded) to you as soon as reasonably possible.

9.8 In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the security deposit left at the base. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your gross negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the damage deposit paid by you to repair any damage caused to the yacht or its contents during the period of your arrangements, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.

9.9 Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your gross negligence or reckless conduct and in these circumstances you will remain liable to us for the balance

of any such losses or damages incurred by us over and above the sum of the damage deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements is less than the relevant damage deposit/Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant Security Deposit paid by you until the matter is resolved. **Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the damage deposit we reserve the right to pursue a claim against you for the full extent of our loss.**

9.10 For the avoidance of doubt, where we make any refund to you of the relevant damage deposit paid by you, any Yacht Damage Waiver fees also paid by you will not be refunded.

9.11 Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional Damage Deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior consent from us. Please call the sales team for more details of the individual Regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

9.12 ENVIRONMENTAL DAMAGE. You shall be solely responsible for any fees or fines determined by the laws of the country in which the environmental damage occurred. Damage to the environment includes but is not limited to damage to natural or artificial reefs.

9.13 THE 4 HOUR GUARANTEE. The Company guarantees that if a breakdown of essential equipment occurs during your charter, we will complete a repair within four working hours of notification or you will be provided compensatory sailing time. To be covered under this guarantee, the yacht must be within a twenty mile radius of the Company's base.

10. Visa, Health, Passport, Travel Documentation

10.1 You are responsible for ensuring that you possess all the necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All Passengers must have a valid passport for international travel. Many countries require passports to be valid for six (6) months beyond your stay. Visa and entry permits are required for many countries. Passports, visas and re-entry permits are the responsibility and cost of the Passenger. We recommend that you check travel advisories and health and medical information, for your destinations. WE CANNOT ACCEPT RESPONSIBILITY FOR ANY FAILURE BY A PASSENGER TO COMPLY WITH ANY TRAVEL DOCUMENTATION OR INNOCULATION REQUIREMENTS OR ANY COSTS OR FINES BEING INCURRED BY SUCH PASSENGER IN CONNECTION THEREWITH. PASSENGERS WHO ARE DENIED ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION OR FAILURE TO COMPLY WITH MANDATORY HEALTH REQUIREMENTS RECEIVE NO REFUND.

10.2 In the event a U.S. or government agency issues a full ban on travel to your destination, we reserve the right to offer alternative destinations or issue travel credit in lieu of a refund. There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

11. Mediation/Arbitration

11.1 The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to these Terms and Conditions and the charter, including the breach, termination, enforcement, interpretation or validity of this Agreement, i the agreement to arbitrate (the "Arbitration Agreement"), the scope or applicability of this Arbitration Agreement and the arbitrability of any and all of the above (collectively, "Disputes"), which are over \$15,000, will be resolved in a binding, confidential, individual and fair arbitration process pursuant to this Section 11, and not in court. The only exceptions to this Arbitration Agreement are that (i) Disputes of up to and including \$15,000 shall be pursued in Delaware, USA small claims court, also known as the Delaware Justice of the Peace Court and (ii) Each party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

11.2 This Agreement evidences a transaction in interstate commerce, and thus the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

11.3 If either the Passenger or the Company wants to arbitrate a Dispute, the Passenger or the Company must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the charter to which the Notice relates, and the relief requested. The Passenger's Notice to the Company must be sent by mail to 93 N. Park Place

Bldv, Clearwater, FL 33769. The Company will send any Notice to the Passenger at the contact information The Company has for the Passenger or that the Passenger provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after the Passenger or the Company sends a Notice to the other, the Passenger and the Company may try to reach a settlement of the Dispute. If the Passenger and the Company do not resolve the Dispute within those first 45 days, either the Passenger or the Company may initiate arbitration in accordance with this Section 11.

11.4 With respect to the non-charter Disputes:

(A) Any arbitration between the Passenger and the Company will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the Passenger and the Company cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA's website at www.adr.org ("Arbitration Form"). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the Passenger must send a copy of this completed Arbitration Form to the Company.

(B) If the Passenger is seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the Passenger or the Company may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the Passenger nor the Company request one, the Company will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be the State of Delaware, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.

11.5 Subject to the provisions regarding small claims set forth hereinabove, any Dispute that arises out of or relates to the charter shall be referred to mediation under the Mediation Rules of the Society of Maritime Arbitrators, Inc. (SMA) of New York then in force. If the mediation does not result in a settlement, the Dispute shall be referred to arbitration before three SMA members under the Arbitration Rules of the SMA, one to be appointed by each of the parties and the third by the two so chosen. Their decision or that of any two of them shall be final and binding, and judgment upon such arbitration award may be made a rule of a court of competent jurisdiction. 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 herein. Notwithstanding anything contained herein to the contrary, should the sum claimed not equal or exceed \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), such Dispute is to be governed by the "Shortened Arbitration Procedure" of the SMA as defined in the SMA Rules for such procedure then in force. Such rules are available at www.smany.org

11.6 The Passenger and the Company agree to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, the agreement, the arbitrator's decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

12. Exclusive Governing Law and Jurisdiction

12.1 These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by the Passenger shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA and, where applicable, the general maritime law of the United States including the Death on the High Seas Act (46 U.S.C. § 30302). Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation

12.2 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.

12.3 These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on the Passenger's own behalf instead of through any class action. Even if the applicable law provides otherwise, the traveler agrees that any legal action against the Company whatsoever shall be litigated by the Passenger individually and not as a member of any class or as part of a class action, and the Passenger expressly agrees to waive any law entitling the Passenger to participate in a class action.

12.4 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.

12.5 Except as otherwise expressly provided to the contrary, this Agreement is for the benefit of the Company and the Passenger. This Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of the Company 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.

12.6 Any incident or accident resulting in injury, illness or death to the Passenger must be reported immediately to the Company and the vessel's officers, if such incident or accident occurs on or relates to the Cruise. The Company shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, 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 travel in connection with the scheduled travel package and any activities conducted in conjunction therewith, unless full details in writing are given to the Company, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on the Company within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

The Company will not be liable for any other claim, including but not limited to claims relating to a passenger's baggage, any alleged violation of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising under, in connection with, or incident to this ticket or the Passenger's charter, other than for injury, illness or death, unless a detailed written claim is presented to the Company within 30 days of the date of the claim or alleged loss. Suit must be filed by Passenger within 6 months after the Passenger's arrival at the final port of the Passenger's charter, or in the case of non-arrival, from the date on which the Passenger should have arrived. Any such lawsuit must be brought by or on behalf of the individual passenger concerned.

If a written claim is not made and suit is not filed within the time frame set forth above, then the Passenger waives and releases any right he or she may have to make any claim against the Company arising under, in connection with, or incident to this ticket or the voyage.

All written notices to the Company required or permitted by these Terms and Conditions must be mailed, postage pre-paid to Footloose, 93 N. Park Place Blvd, Clearwater, Florida, 33759, USA.

In witness whereof, the parties hereto have executed these presents as of the date written below:

LEAD CHARTERER:

Signed _____ Print _____ Date ____ / ____ / ____

Contract Number _____

FL233 / v18.6 / 11Oct2019