



SALT-N-SUN CHARTERS

RELEASE OF LIABILITY • ASSUMPTION OF RISK • INDEMNITY (READ BEFORE SIGNING)

This Agreement is between Salt-n-Sun Charters and its owners/operators and related entities, including Rum and Reef Ventures, and their respective captains, crew, employees, contractors, agents, affiliates, successors and assigns (collectively, "Released Parties"), and the undersigned guest(s) ("Guest," "I," "my").

Charter Date: _____ **Time:** _____

Vessel: Beneteau Oceanis **Location:** Jolly Harbour, Antigua

1) Activities Covered

This Agreement applies to all charter-related activities, including boarding/disembarking; sailing/boating; use of dinghy/tender; swimming, snorkeling, free-diving; use of flotation devices/equipment; and time on docks, beaches, or shore activities arranged or suggested during the charter.

2) Assumption of Risk

I understand boating and water activities involve inherent risks, including but not limited to: changing weather/sea conditions; waves/wakes/currents; slipping/falling on wet or moving surfaces; collisions; equipment malfunction/misuse; marine life; cuts/abrasions; sun/heat exposure; dehydration; motion sickness; drowning; and actions of other passengers.

I knowingly and voluntarily assume all risks of injury, illness, death, or property loss/damage arising from participation, whether known or unknown, foreseeable or unforeseeable.

3) Guest Responsibilities / Safety Rules

I agree to: (a) follow captain/crew instructions immediately; (b) act safely and responsibly; (c) disclose relevant medical conditions/limitations, allergies, and medications; (d) wear safety gear as directed (including life jackets) and accept that the captain may restrict water activities for safety; and (e) consume alcohol responsibly. I understand alcohol increases risk and the crew may refuse service and/or restrict water activities.

4) Medical Fitness & Emergency Care Authorization

I represent I am physically/mentally able to participate. I understand the vessel has limited medical capability and care/transport may be delayed.

I authorize the captain/crew and/or emergency responders to arrange first aid, medical evaluation/treatment, and transportation as deemed necessary. I agree I am responsible for all related costs.

Emergency Contact (Name/Phone): _____

5) Release of Liability

To the fullest extent permitted by law, I release and forever discharge the Released Parties from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind arising out of or related to my participation, including claims based on the ordinary negligence of any Released Party.

This release does not apply to liability that cannot be waived by law (e.g., willful misconduct or gross negligence where applicable).

6) Indemnity / Hold Harmless

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) my acts/omissions, including failure to follow instructions; (b) any claim brought by or on behalf of my family/heirs/dependents related to my participation; and/or (c) damage I cause to the vessel, equipment, or third parties.

7) Personal Property

I am responsible for securing my belongings. The Released Parties are not responsible for loss, theft, or damage to personal property.

8) Photo/Video Permission (Initial One)

____ YES, Salt-n-Sun Charters may use photos/video of me/my party for marketing (no compensation).
____ NO, do not use my image.

9) Minors (If Applicable)

A parent/legal guardian must sign for minors under 18 and remains responsible for supervision and compliance. The parent/guardian agrees to the release/indemnity terms on behalf of the minor to the fullest extent permitted by law.

10) Governing Law / Severability / Entire Agreement

This Agreement is governed by the laws of Antigua and Barbuda, with venue in Antigua and Barbuda unless otherwise required by applicable law. If any provision is unenforceable, the remainder remains in effect. This is the entire agreement regarding risk/release/indemnity and can only be modified in writing signed by Salt-n-Sun Charters.

SIGNATURES (REQUIRED)

Primary Guest (Adult 18+)

Printed Name: _____

Signature: _____

Phone/Email: _____ Date: _____

Additional Adults (18+)

1) Name: _____ Signature: _____ Date: _____

2) Name: _____ Signature: _____ Date: _____

3) Name: _____ Signature: _____ Date: _____

4) Name: _____ Signature: _____ Date: _____

5) Name: _____ Signature: _____ Date: _____

6) Name: _____ Signature: _____ Date: _____

7) Name: _____ Signature: _____ Date: _____

Parent/Legal Guardian for Minor(s) (if any)

Minor Name(s): _____

Guardian Name: _____ Signature: _____ Date: _____
