



AEGIR EXPEDITIONS, LLC * 1828 ASBURY AVENUE * EVANSTON, IL 60201 * 707-728-5845 * INFO@AEGIREXPEDITIONS.COM

AEGIR ONE DAY OR NIGHT EXPEDITIONS TERMS & CONDITIONS

Payments

- Full payment is due at the time of making the reservation.
- Payments can be made by credit card, or we can hold a credit card number for 7 days to allow you to mail a check. Reservations are not completed until payment is received.

Cancellation Policy and Change Fees

- Cancellations made more than 48 hours of departure time will be refunded minus the payment processing fee, and/or City of Chicago Tax.
- Cancellations made 48 hours or less of departure time will not be eligible for a refund. However, if we are able to rebook your spot, your payment will be refunded or you may apply it towards a future expedition.
- If Aegir Expeditions cancels your charter for non-weather related conditions, your payment will be refunded, or you may apply it towards a future expedition.

Weather Policy

- Aegir Expeditions will decide if your charter will be canceled or delayed due to current conditions and approaching weather systems using the current and predictive radar, marine forecasts, and actual observations for the intended area of charter. We do sail in all types of weather but we will not begin a charter during an electrical storm or if we believe that severe conditions will be unavoidable during a charter.
- If we are delayed by conditions we ask you to come aboard while we determine if conditions will clear. If you do not show and conditions do allow for a sail, this will be considered a no-show and you will not be eligible for a refund.
- For all charters, Aegir Expeditions reserves the right to cancel charters if Aegir Expeditions believes that the conditions are not suitable. If Aegir Expeditions cancels your charter (not if you cancel or no show), your deposit will be refunded and there is no future obligation.
- Waves and strong wind are sometimes a part of sailing. The captain will take into consideration current conditions, trends, and forecasts in order to decide if it is safe and reasonable to sail. If you are prone to or are worried about motion sickness or sea sickness, please do not book a sail, as it is difficult for charters to return early due to the distance from the harbor.

Delays

On very rare occasions, unforeseen events (e.g. changing weather, unexpected maintenance needs, etc.) may cause us to delay your charter. If your expedition is delayed we will use the time to focus on non-sailing skills such as charting and navigation, trip and route planning, weather routing, etc.

Alcohol

You may bring alcoholic beverages but any passenger consuming alcohol must be at least 21 years old. Passengers assume legal consequences for consuming alcohol or the illegal drinking of alcohol. Should you become intoxicated, or show up intoxicated, the captain reserves the right to deny service and/or return the offending

individual/group to the harbor. In this event rescheduling of the charter will not be available and refunds will not be issued for charters shortened or canceled due to intoxicated guests.

Children

We require to know the number and ages of children (under 21) that will be on your charter to make sure that there is an appropriate number of life jackets and a reasonable number of adults for the number of children on board.

Pets

Pets of any kind are strictly prohibited from all Aegir Expedition charter vessels.

Restricted Items

Glass (except for wine/champagne bottles) is not allowed.

Illegal Substances

Under NO circumstances are illegal substances permitted on board. Any passenger bringing illegal substances on board will be held responsible for all damages that may be caused by such action, including but not limited to: entire cost of vessel due to confiscation by authorities, loss of income due to vessel down time, liability for injuries, legal fees incurred by all parties, etc... Our captains are bound by U.S. Coast Guard Rules to immediately report all possession of illegal substances to authorities, who will meet us at the harbor or even board us on the water to take further action.

Smoking

Smoking is prohibited below decks on all boats and must be confined to the exterior aft cockpit area.

Swimming

Swimming is at your own risk. Please tell us in advance of your charter if you think you may want to swim. The captain reserves the right to not allow swimming based on conditions and the situation, and swimming is only permitted during full daylight hours. Should you decide to go swimming, you acknowledge that you assume all risks. Any adult that gives a minor in his/her care permission to swim is solely responsible for the safety of said minor. At least one adult guest per child in the water must be present. Strict adherence to the captain's guidelines must be followed or your charter may be ended early with no refund.

Inappropriate Behavior

Should passenger actions or behavior make the crew feel that safety is compromised, other guests are made to feel uncomfortable, or that they are unable to focus on sailing the boat and maintaining safe conditions, the captain reserves the right to deny service and/or return the offending individual/group to the harbor. No refunds will be issued.

PRINTED NAME

SIGNATURE

ADDRESS

CITY, STATE, ZIP

PHONE

EMAIL

DATE

PRINTED NAME OF PARENT OR LEGAL GUARDIAN

SIGNATURE OF PARENT OR LEGAL GUARDIAN

RELATIONSHIP

ADDRESS

CITY, STATE, ZIP

PHONE

DATE

AEGIR EXPEDITION RELEASE OF LIABILITY, WAIVER OF CLAIMS, HOLD HARMLESS AGREEMENT AND EXPRESS ASSUMPTION OF RISK

Recitals

FOR AND IN CONSIDERATION OF the educational experience and sailing opportunities afforded to me by Aegir Expeditions, and other good and valuable consideration, I _____, on my behalf and on behalf of my estate, heirs, survivors, executors, or assigns (hereafter Releasors) do hereby enter into this Release of Liability, Waiver of Claims, Hold Harmless Agreement and Express Assumption of Risk. I expressly acknowledge that THIS IS A LEGAL DOCUMENT, the purpose of which is to waive and relinquish any and all rights I may have, or my heirs and survivors may have, to bring claims or causes of action of any nature against Aegir Expeditions, Paul Uhl personally, their reservation/booking agent, and their officials, officers, agents and employees (hereafter "Releasees") for any injury, losses, damages, accidents, illnesses or death related in any manner or in any way growing out of the use, operation and seaworthiness of the yacht, the application process, travel to and from the yacht, use of any third-party dock or marine facility utilized by the yacht, or any loss, damage or injury sustained while ashore at any location during the expeditions. This Agreement is binding upon my heirs, legal representatives and assigns.

Waiver and Release

Releasors hereby waive and relinquish any rights they may have, and by these presents do for myself, my heirs, executors, administrators and assigns, RELEASE AND ACQUIT Releasees, and their officials, officers, agents, employees, successors and assigns, from any and all causes of action, claims or demands for damages, attorney's fees, costs, terms, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of or in any manner related to the use, operation and seaworthiness of the yacht, the application process, travel to and from the yacht, use of any third-party dock or marine facility utilized by the yacht, or any loss, damage or injury sustained while ashore at any location during the expeditions. I further understand that although Aegir Expeditions may make suggestions as to air carriers and travel agents, they assume no liability for injury, losses or damage, delay, irregularity or loss of baggage relating to airline travel.

Risks Assumed

Releasor HEREBY ACKNOWLEDGES that the sport of sailing carries with it inherent risks which may result in serious personal injury or death. I further understand that during the expedition in which I will be participating, certain risks and dangers may arise, including but not limited to, the hazards of traveling on the open sea, falling overboard, storms, high winds, collision of vessels, shipwreck, travel ashore in remote terrain, the forces of nature, and accident or illness in remote regions without means of rapid evacuation or medical facilities. I am also aware and clearly understand that Releasees will have no liability regarding the availability, adequacy or provision of medical care that may be rendered. I hereby assume any and all risks associated with my participation in the Aegir Expedition and expressly waive and forego any rights to bring claims or causes of action for any damages, losses or injuries resulting from negligence, acts of omission of Releasees, or unseaworthiness of the vessel, or other acts, however caused.

Indemnity

In consideration of the matters stated above I, and by these presents on behalf of myself and of my estate, do hereby agree to hold harmless and defend the Releasees and their officials, officers, agents and employees from any claims or causes of action brought by any person or entity that may be asserted for injuries, losses or damages, contribution, subrogation claims, and/or lien claims, arising out of or related to my participation in Aegir Expedition resulting from negligence, acts or omissions of the Releasees, or unseaworthiness of the vessel, or other acts, however caused, whether such claims be based on contract, tort, or any other theory of law.

Releasors agree this Release Of Liability, Waiver of Claims, Hold Harmless Agreement and Express Assumption of Risk shall be deemed to have been entered into at Chicago, Cook County, State of Illinois, and shall be construed and interpreted according to the laws of the State of Illinois, and further agree that any claims or disputes between the parties shall be brought exclusively before the courts of Cook County, Washington. In this regard, Releasors hereby waive any challenges or objections to venue or jurisdiction of the Illinois State courts and by this document do hereby submit to the jurisdiction of the Illinois courts.

I have carefully and fully read this document and understand its terms. I execute it voluntarily and with full knowledge of its significance. No promise or inducement which is not herein expressed has been make to me, and in executing this document I do not rely upon any statement or representation make by any person, firm or corporation hereby released or any agent, or any other person representing the, or any of them

PRINTED NAME

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APPLICATION FOR AEGIR OFFSHORE SAILING EXPEDITIONS

Personal

First Name _____ Middle _____ Last _____

Address _____ City _____ State/Prov _____ Zip _____

Cell (_____) _____ E-mail _____

Date of Birth _____ Age _____ Sex _____ Height _____ Weight _____

Expedition & Sailing Experience

Expedition Choice _____

List your reasons for applying including learning objectives _____

Please list any sailing instruction, experience, and/or certifications you have (use an additional page if needed)

How many years have you been sailing _____ How many days do you sail a year _____

Do you presently own a boat? _____ If so, what type? _____

Have you ever chartered a sailboat? _____ Bareboat or with a skipper? _____

Physical Ability

Describe your regular physical activities/sports; frequency, and duration, or any physical limitations.

Your ability to swim in open water is crucial to your survival in the event of an overboard occurrence. By signing this document, I hereby acknowledge that I can comfortably:

- swim at least 50 yards in moderate open ocean water. Yes ☐ No ☐ Initials _____
- can tread water for a minimum of 15 minutes in moderate open water. Yes ☐ No ☐ Initials _____

I certify that the information provided in the Application is true and correct.

SIGNED this _____ day of _____, 20____. _____ Applicant's Signature