

Terms and Conditions

Long Ocean Passage

1.1. Definitions

“Owner”	Three Steps Pty Ltd, trading as Swanning Around
“Passenger”	Any natural or legal person with whom the Owner enters into this Agreement with, including, participants, sailors, crew, volunteers.
“Property”	The luggage or personal belongings the Passenger carries on or with him or her on board the Yacht.
“Voyage”	The entire stay on board the Yacht from the point of embarkation to final disembarkation at the final destination.
“Yacht”	MY “EVE 1” or any other Yacht as specified by the Owner to undertake the Voyage.

1.2. Risk Warning

- 1.2.1. These Terms and Conditions (the “Agreement”) apply to all Passengers. As a precondition for any Passengers to participate in the Voyage, each Passenger must:
- 1.2.2. Assume all risks of harm of any kind, from their participation;
- 1.2.3. Hold harmless, save and indemnify the Owner from all damage, death, personal injury or loss, caused or associated with their participation as a Passenger on the Voyage;
- 1.2.4. Release the Owner from any and all damage, death, personal injury or loss, resulting from their participation in the Voyage and;
- 1.2.5. Otherwise agree to abide by the Terms and Conditions of this Agreement for each Voyage undertaken.

2. Assumption of Risk & General Release

- 2.1. Sailing is an inherently dangerous activity. Passengers assume all risks associated with their activities while on board the Yacht, sailing the Yacht and during any activities whatsoever associated with Voyage and the Yacht.
- 2.2. Passengers hereby acknowledge that serious accidents may occur during the Voyage or other activities connected with the Voyage and that death or serious personal injury and/or property damage or other loss may result from participation in the Voyage. Passengers knowingly and voluntarily assume all risks of participation in the Voyage, including all risk of personal injury, death, and loss of or damage to the Passenger or their property (that result from the Passengers own actions, inactions, active negligence or passive negligence or the actions, inactions, active negligence or passive negligence of the Released parties), including further injury sustained as a result of the efforts of persons who come to the aid of Passengers if injured as a result of participation in the Voyage and hereby release the Owner and all and other persons and entities mentioned above who might otherwise be liable to the Passenger.

3. Liability

- 3.1. The Passenger and any of his or her property will be carried on the Yacht at the Passenger's own risk and the Owner excludes any and all liability, whether direct, indirect or consequential or any loss of profits, of any person in respect of physical or mental injury, loss, disease, death, personal

injury, property loss or damage or third party liability howsoever arising out of or in connection with this Agreement or implied by law.

- 3.2. To the extent and to the extent only that any exclusion or limitation of liability for any breach of any express or implied condition, guarantee or warranty applicable to this Agreement is held to be void or ineffective, in whole or part, the liability of the Owner is limited to the maximum extent permitted by law; in relation to goods, to the replacement of or supply of equivalent goods or the payment of the cost of the same and in the case of services, to the supply of the services again or the payment of the costs of the same, at the Owners discretion. Should the Passenger's negligence cause or contribute to the loss or damage of any property, then the compensation for such loss or damage payable by the Owner shall be reduced in proportion to the negligence or contributory negligence of the Passenger.

4. Indemnity

- 4.1. In consideration of the Passenger being permitted to participate in the Voyage, the Passenger/s, on behalf of themselves and their heirs, executors, administrators, assigns, personal representatives and next of kin, agree to assume all of the risks and responsibilities of participation in the Voyage and hereby irrevocably release, waive, discharge, hold harmless, covenant not to sue and covenant to indemnify the Owner, the Owners representatives, the Owners trustees, agents, officers, employees, volunteers, contractors and all other persons associated with the Owner and the Voyage with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, including but not limited to personal injury and death, which the Passenger may incur, regardless of the cause, while participating in, or in transit to or from the Yacht and the Voyage.
- 4.2. The Passenger indemnifies the Owner, on demand, for any loss suffered or incurred by the Owner arising out of or in connection with or caused by any of the following:
- 4.2.1. The Passengers negligence, breach of law or willful act or omission;
- 4.2.2. The Passengers breach of these Terms.
- 4.3. If the Owner deems that the Passenger requires medical attention, medivac or an ambulance, the Passenger (or the Passengers legal representative) must indemnify the Owner, on demand, for any expenses the Owner suffers or incurs in connection with obtaining the relevant medical attention and /or ambulance/medivac called for the Passenger.

5. Medical Treatment, Health and Costs

- 5.1. At the time of booking the Voyage, the Passenger must disclose to the Owner if the Passenger or any person in their care has a physical disability or medical condition;
- 5.2. The Owner reserves the right to cancel a booking of, or refuse passage to, any Passenger who:
- 5.2.1. Does not provide the disclosure as per clause 5.1 above;
- 5.2.2. In the Owners or the Masters opinion is unfit or unable to travel or as a result of their medical condition, may seriously affect the enjoyment, health or safety of themselves or any other person on board; or
- 5.2.3. Has a condition (including medical condition or physical disability) which may constitute a danger to themselves or others on-board the Yacht.
- 5.3. If during the Voyage, it is evident to the Owner, or the Master that a Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to disembark at any port, or likely to render the Owner liable in any manner, then the Owner or the Master will have the right

to take any of the following courses of action:

- 5.3.1.** Refuse to embark the Passenger at any port;
- 5.3.2.** Disembark the Passenger at any port;
- 5.3.3.** Confine or sedate the Passenger.
- 5.4.** Any cost or expense reasonably incurred by the Owner pursuant to clause 5.3 and/or in attending to the health, wellbeing or safety of the Passenger, is payable by the Passenger to the Owner on demand and no compensation will be paid by the Owner. The Owner will not be liable to the Passenger for any loss, expense, cost or consequential loss suffered by the Passenger whatsoever.
- 5.5.** Pregnant Passengers should seek medical advice prior to embarking the Voyage. The Owner reserves the right to request a medical certificate at any stage of the pregnancy and to refuse such passage of such Passengers if the Owner or the Master is of the opinion the Passenger may be unsafe during the Voyage.
- 5.6.** Save for paragraph 5.1 above, the Passenger warrants that he/she and those travelling with them are fit to travel at the date of embarkation and to their knowledge are not carrying any communicable illness or disease.
- 5.7.** The Passenger understands and acknowledges, there are no medically qualified persons on board the Yacht which will be travelling to isolated areas where emergency medical assistance may not be available. If a Passenger is carried whose age, mental or physical condition is such as to involve any hazard or risk to their health, the Owner will not be liable in any way whatsoever, for any illness, injury, or disability, or death attributable to such condition or to the aggravation of any such condition.

6. Safety

- 6.1.** The Passenger must at all times follow and carry out all lawful directions of the Master and/or crew members of the Yacht, in relation to (but not limited to) personal safety of themselves, or other passengers.
- 6.2.** The Passenger is required at all times to take all reasonable precautions for their own safety and the safety of any person in their care. This includes paying attention to any safety briefing given by the Master/crew members at the commencement of, or during the Voyage.
- 6.3.** Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the Master or crew.
- 6.4.** Neither the Owner, the Yacht nor any crewmember will be held responsible for any loss or damage (including personal injury) suffered by any person as result of breach of that person's safety obligations (as detailed in this paragraph) or their failure to utilize all safety devices and precautions as provided and/or advised on board the Yacht, or caused by any Passenger acting in an unreasonable, unnecessary or unsafe manner.

7. Behavior

- 7.1.** If in the opinion of the Owner or the Master, a Passengers behavior is causing or is likely to cause distress, danger or annoyance to any other passengers, crew or a third party, or cause damage to property, or cause delay or diversion to the Voyage, the Owner reserves the right to terminate the Passengers Voyage immediately and disembark the Passenger at any port.
- 7.2.** In the event of termination of a Passengers Voyage in accordance with clause 7.1, the Owners liability to the Passenger will cease immediately. In such a case the Owner will not provide a refund or pay any expenses or costs incurred as a result of such termination, including a Passengers cost

and expense to return home. A Passenger may also be required to pay the Owner for loss or damage caused by a Passengers actions and the Owner will hold the Passenger liable for any damage or loss caused. Full payment for any such damage or loss caused by the Passenger must be paid to the Owner immediately following notification from the Owner of any such damage or loss occurring.

7.3. Yacht Rules and Obligations of the Passengers

- 7.3.1.** The Master of the Yacht is the final arbiter in any decision regarding the safe operation and use of the Yacht and where any dispute arises between Passengers which cannot otherwise be settled amicably.
- 7.3.2.** Interaction between Passengers and the Owner or Master must always be professional and courteous.
- 7.3.3.** All medicines which are taken aboard must be reported to the Master. Prescription medicine must be accompanied by a copy of either the original script or a recent photocopy. Any and all use of first aid supplies must be reported to the Master.
- 7.3.4.** The use, transportation, or possession of illegal drugs or narcotics (including marijuana) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by the Passenger constitutes a breach of the Voyage and shall be cause for immediate termination of this Agreement without refund of any payments made by the Passenger.
- 7.3.5.** When the Yacht is in waters controlled by a host country, politics, religion and local customs, particularly as regards social behaviors, clothing, alcohol consumption, photography etc, must be rigidly observed.
- 7.3.6.** All Passengers are to be familiar with the location of safety gear and will be responsible for their PFD and harness and will be familiar with man overboard procedures.
- 7.3.7.** When underway, all Passengers on deck are to secure their harness to a jack line if they have to leave the cockpit, or as otherwise directed by the Master.
- 7.3.8.** The Yacht must be kept neat and clean. Prior to commencing a Voyage all loose gear must be stowed securely.
- 7.3.9.** Passengers are responsible for securing and keeping safe their travel and related identification documents and for providing unhindered access to them by the Master and other accredited officials.
- 7.3.10.** Passengers are to respect each other, especially those of the opposite sex. The Yacht is small and it is important to consider each other Passengers, their comfort, privacy and to provide a safe and unthreatening environment.

7.4. Seaworthiness of Yacht

- 7.4.1.** The Owner undertakes to provide a Yacht that is seaworthy and fit for purpose and to use due care and skill in the operation of the Voyage.
- 7.4.2.** The Owner will provide a suitably qualified Master appropriate for the size of the Yacht. The Master will be competent in navigation and piloting and will be appropriately licensed.
- 7.4.3.** The Master will have the sole responsibility for the safe operation of the Yacht and he/she will remain in full command of the Yacht. The decisions of the Master with respect to anchoring, sailing, weather and other matters that may affect the safety and well-being of the Passengers and the Yacht, will be final.

7.5. Racing.

7.5.1. Passengers agree to abide by the applicable Race Instructions/Rules.

7.5.2. Participating in racing increases the risk of damage and injury. Passengers understand the dangers of sailing and are warned that, regardless of precautions, which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants exposed to significant risk of property damage, physical harm and possible death. As an indication, these risks may include, but are not limited to:

7.5.2.1.1. The extremes of weather and sea conditions

7.5.2.1.2. Perils of the Seas;

7.5.2.1.3. The potential that control of vessels may be lost, resulting in collision with objects and other vessels;

7.5.2.1.4. The potential that the Yacht will run aground or hit a floating object;

7.5.3. The sudden movement of the Yacht at any time and the possibility that Passengers may fall or be thrown overboard, resulting in drowning;

7.5.4. The possibility that Passengers may be injured by equipment on the Yacht;

7.5.5. The absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;

7.5.6. Exposure to the elements for extended periods;

7.5.7. Sunburn and the possibility of skin cancer from sun exposure to unprotected skin;

7.6. Insurance

7.6.1. The Owner agrees to keep the Yacht fully insured against, fire, marine, collision risks and protection and indemnity coverage for the full term of the Voyage. The Owner will not be responsible for loss or damage to personal property or for any death or injury suffered by the Passenger, regardless of whether any such loss or injury occurs on board the Yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of the Owners sole negligence. The Passenger must purchase full health insurance and insurance covering any baggage and personal effects.

7.7. Force Majeure

7.7.1. The vessel may experience events or occurrences beyond its control including acts of God (or any consequence thereof) or by reason of terrorist activity, government restrictions, seizure under legal process, strike or lock-out or stoppage, restraint of labour from any cause whatsoever, whether partial or general, riot or civil commotion, perils or dangers of the seas or other navigable waters or accidents of navigation; fire or death of employees, mechanical failure, or any other cause whatsoever beyond the control of the Owner. The Charterer agrees to release and indemnify the Owner from any claim or potential claim with respect or by reason of any of these events or occurrences and any loss or damage suffered by the Charterer or any third party.

7.7.2. The Owner shall not be liable for any loss, damage, death or injury arising or resulting from any of the events listed in the above clause.

7.8. Applicable Law

7.8.1. The parties to this Agreement acknowledge and agree that any dispute, controversy,

proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia. The laws of the Australian Capital Territory will apply, despite any conflicts of laws, despite the geographical location of the parties when signing the Agreement, or the geographical location of the Yacht or the Passenger, when the dispute or incident arose.

7.8.2. Any claim made under this Agreement, must be made within one year of the cause of action arising, failing which such cause of action or claim of action is time barred.

7.9. Severability

7.9.1. If any provision or part of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement and any remainder of the provision shall remain otherwise in full force apart from the part of the provision which shall be deemed deleted.

7.10. Liens

7.10.1. The Passenger, its agents and/or employees, have no right or power to permit or suffer the creation of any maritime liens against the Yacht. The Passenger agrees to indemnify the Owner for any charges or losses incurred as a result of a breach of this paragraph, including reasonable legal fees.

7.11. Declaration and Fitness to Participate

7.11.1. I the Passenger, agree to be bound by the terms and conditions of this Agreement. I declare that I freely acknowledge, accept and assume the risks that may arise from my participation as a Passenger on board the Yacht. I declare that I am and must continue to be medically and physically fit and able to participate in the Voyage. I declare that I understand the nature of sailing and have the appropriate qualifications, skills, and/or experience to participate in the Voyage. I declare that I understand the inherent risks of sailing which include, but are not limited to, natural disasters, forces of nature, weather conditions, isolation from medical facilities, difficult evacuation, equipment failure, mechanical breakdown, human error and accidents including collisions with other vessels. These and other risks may cause serious injury, illness, death, personal property damage or personal losses. In addition to the terms of this Agreement, should I suffer from an allergy and/or require medical for a pre-existing condition I shall fully declare all necessary details to the Owner. I am not and must not be a danger to myself or to the health and safety of others. I understand participating in the voyage may cause over-exertion and/or fatigue. I will immediately notify the Owner or the Master of any change to my fitness and ability to participate. I understand and accept that the Master and the Owner will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7.11.2. I understand that by signing this Agreement, I may be forever prevented from suing or otherwise claiming against the Owner, its officers, agents, directors, representatives, contractors and employees for certain loss or damages, whether for property loss or personal injury, that I may sustain while participating in the Voyage.

7.11.3. I understand the Voyage Itinerary associated with this Agreement is a general guideline of what can be expected, but is not a contract. Factors such as weather conditions, mechanical breakdown, medical emergencies, political unrest, natural disasters or other uncontrollable

circumstances can alter the Voyage.

7.11.4. Interpretation

7.11.4.1. This Agreement shall not be construed against the drafting party, but rather shall be given reasonable interpretation in accordance with its plain meaning. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall a waiver constitute a continuing waiver.

7.11.5. Headings

7.11.5.1. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Full Name :

Signature :

Date :