



2016 AGREEMENT & LIABILITY RELEASE STATEMENT

Please enroll _____ in Sail Caribbean's program(s) _____

Tuition & Enrollment

We accept applications as long as space is available on the boats, but suggest that you enroll early to guarantee availability. Sail Caribbean's fee includes the regular registration, program of instruction, supervision, room and board, program approved / sponsored group expenses, day trips, laundry service, gratuities, and use of all water sports equipment. Elective diving activities, departure tax, travel to/from the program, medical and associated transport/housing expenses, trip/dive insurance and personal expenditures such as toiletries, sundries, souvenirs, snacks, postage, phone calls, and several optional meals out are not included in tuition. In consideration of this enrollment and the payment of the appropriate fees, Sail Caribbean agrees to reserve a place, to charter yachts and to hire instructors and supervisory staff. The seasonal nature of the programs precludes any tuition rebate/refund/reduction for late arrivals/early withdrawal/non-arrival/dismissal for cause. If two or more programs are combined, then all terms and conditions in this agreement shall be applicable to the combination as a single program.

Enrollment Forms

In addition to the application form, on which participant agrees to provide accurate and complete information as requested, the participant must complete and promptly submit additional enrollment forms and information, such as a Sail Caribbean Medical form and this Agreement and Release Statement. **All forms must be completed, fully and correctly, and submitted to Sail Caribbean within 30 days of receiving them and no later than one month before program start. Late enrollee forms are due as soon as possible after receiving them. Sail Caribbean may cancel applicant's attendance without refund of tuition if required forms and payments are not timely submitted, and/or may cancel applicant's participation in selected optional courses without refund of fees if required forms are not submitted in a timely manner.**

Medical Information, Authorization, Medications and Expenses

The participant must advise Sail Caribbean of all pre-existing conditions and recent medical treatment in writing on the medical forms provided, and update in writing should there be any changes prior to the program start. Authority is granted without limitation to Sail Caribbean/its assigns in all medical matters to hospitalize/treat/order injection/anesthesia/surgery for the participant. If it is necessary to obtain medical/surgical/dental services for the participant, such expenses shall be paid by the participant. The participant must provide adequate quantities of necessary medications and allergy serums in pharmacy containers with doctor's instructions, to be carried/maintained by the participant. Sail Caribbean is not responsible for the care or dispensation of participant's regularly prescribed medications.

Personal Property

Sail Caribbean is not responsible for damage/loss/theft/safety of participant's musical instruments/clothing/personal effects/personal equipment during the program. Sail Caribbean specifically advises participants not to bring jewelry/cash/valuables to the program, and/or to ensure their own insurance policy covers to damage/loss/theft of such items.

Rules and Consequences

Participant and his/her parents agree to abide by all Sail Caribbean rules and regulations for the health/safety/welfare of the individual and Sail Caribbean community. Participants must remain in designated areas and must always adhere to a "buddy system" whether on land, vessels, or in the water. Participants must sleep where designated and respect off-limits sections of the vessels. There may not be excessive displays of affection or any sexual activity between participants. It is expressly forbidden for participants to use or possess cigarettes, chewing tobacco, alcoholic beverages, non-prescription drugs or drug paraphernalia. Use of prescription drugs in contradiction to their prescribed use is also prohibited. Those who violate these rules on drugs, alcohol or tobacco during the Sail Caribbean program, or while in transit to/from the Sail Caribbean program, as well as those who remain in the company of anyone violating these rules, are sent home immediately. Participants may not use foul language and must show respect for Sail Caribbean staff, other participants, their own and others' personal possessions, and the community in which we operate. For safety's sake, horseplay is strictly prohibited. Participants share in cleaning and maintenance, food preparation and cleanup. Participants may not leave Sail Caribbean facilities without express permission. Sail Caribbean reserves the right to dismiss any student who violates program rules/regulations or whose conduct is unsatisfactory or inimical to the program's best interests without tuition rebate. Sail Caribbean reserves the right to undertake reasonable searches to ensure compliance with its rules. Participant agrees to pay all costs incurred when participant is taken off the boat and/or sent home for early termination from a program.

Liability Release

Participant, by this instrument, does hereby exempt and release Sail Caribbean, and its agents, servants, employees and vendors, including but not limited to The Moorings, Dream Yacht Charter, and their affiliated companies and employees, from all liability and responsibility for personal injury, property damage or wrongful death however caused, including, but not limited to, product defect or the negligence of the released parties, whether passive or active. Sail Caribbean is appointed to serve in loco parentis. Participant may use hazardous equipment, may participate in any activity/trip organized by the staff, may travel in Sail Caribbean owned/rented vehicles, and may travel, when deemed necessary, via public carrier. Sail Caribbean is not responsible for injuries incurred in the course of or any accidental happening during program activities. Sail Caribbean reserves the right to make additions/changes/deletions in the program/facilities/procedure without notice or obligation.

Payments, Refunds and Insurance

Tuition payment is agreed upon as follows. Before January 15th, a \$700 deposit is due with the application; full tuition is due by February 15th. Any outstanding balance precludes admission to the program. **We highly recommend that you purchase a travel insurance policy to suit your specific needs and protect your investment.**

Reimbursement for Incremental Expenses

Participant must provide a valid credit card (or \$300 cash deposit) to be kept on file by Sail Caribbean for incremental expenses that are not covered by regular tuition, including but not limited to student medical expenses. Participant hereby authorizes Sail Caribbean to charge this card for such expenses, subject to Sail Caribbean providing supporting invoices, receipts, or other documentation of the charged expenses.

Type of Credit Card: _____ **Name on Credit Card:** _____
(Visa/Mastercard/American Express)

Credit Card number: _____ **Expiration Date:** _____

Governance

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Sail Caribbean or its agents is a party, shall be the Third District of the Suffolk County District Court of New York State Supreme Court in Suffolk County. Disputes shall be governed by New York State laws. In any action against Sail Caribbean or its agents which results in a decision/judgment/decreed/order/stipulation or settlement substantially upholding Sail Caribbean's position, the adversary party shall reimburse Sail Caribbean's reasonable attorney's fees, court costs and expenses.

Marketing

Participant hereby grants permission for Sail Caribbean to use photographs/statements/articles/music/ art/film/video tape of/by the participant to promote Sail Caribbean.

Authority

The participant represents that he/she has full authority to enroll in this program, to authorize participation in activities/medical care and to contract as aforesaid. If Sail Caribbean is at any time challenged or sued in any manner by another parent/custodian/guardian of a particular participant, the contracting participant agrees to indemnify Sail Caribbean from any and all liability in connection with Sail Caribbean's performance under this contract and to reimburse Sail Caribbean's reasonable legal fees incurred in connection with such challenge or suit.

This contract constitutes the full understanding of the parties and cannot be modified except in writing signed by the parties.

Participant Agreement: As a Sail Caribbean Participant, I agree to abide by this Agreement and Liability Release Statement, and specifically by the rules described in Rules and Consequences (above in italics). I understand that my cooperation is an important factor in the success of the program.

_____ Participant Name

_____ Participant Signature Date _____