



## LIMITED DAMAGE WAIVER

PLEASE READ THIS LIMITED DAMAGE WAIVER (the "WAIVER") CAREFULLY BEFORE PROCESSING PAYMENT. BY PROCESSING PAYMENT AND MAKING A RESERVATION YOU (the "CHARTERER") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS WAIVER. IF THE TERMS OF THIS WAIVER ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS WAIVER, YOU WILL BE BOUND BY THE TERMS AND CONDITIONS OF DAMAGE AND LOSS TO AND OF THE VESSEL AS FURTHER DESCRIBED IN THE BAREBOAT RENTAL AGREEMENT.

The Bareboat Rental Agreement provides the Charterer is responsible for excessive cleaning, repair or replacement of any lost or damaged items. It is further understood that the Charterer remains liable for the full amount of the insurance deductible on the Vessel in the event of an incident deemed by Bluesail Group LLC, at its sole discretion, to be the result of the Charterer's negligence or breach of contract by the charterer or any member of his/her party and agrees to pay for damage up to any amount not covered by insurance upon demand within 14 (fourteen) days of notification.

### 1. EXCLUSIONS

This Waiver does not cover all damage or loss to and of the Vessel. This Limited Damage Waiver dot not cover:

- (a) Negligence by the Charterer, any member of his/her party, or any third parties including those operating the Vessel.
- (b) Use, operation, or occupation of the Vessel in violation of the Bareboat Rental Agreement.
- (c) Failure to comply with waterway rules and regulations, including but not limited to local, state, federal, and United States Coast Guard regulations.
- (d) Use, operation, of occupation of the Vessel under the influence of drugs or alcohol, including over-the-counter or prescription medications that may impair the ability to safely and responsibly operate the Vessel.
- (e) Failure to comply with posted warnings on the Vessel.
- (f) Bodily injury of Charterer, any member of his/her party, or any third parties including those operating the Vessel.

### 2. INCLUSIONS

This Waiver covers the following:

- (a) If damage or loss to or of the Vessel or its components is not excluded under section 1 above, the Waiver will cover damage to or loss of the Vessel in excess of \$500.00 (five hundred United States Dollars) and up to the insurance deductible on the Vessel.
- (b) Bluesail Group LLC shall make a reasonable inspection of the Vessel at the end of the charter and shall ask the Charterer if any undiscovered damage or loss has occurred. If the Charterer answers negatively but such damage or loss is subsequently discovered and reasonably determined to have occurred during the charter, then the Charterer shall be held liable the same as if the damage had been discovered upon redelivery, however in no case shall exceed \$500.00 (five hundred United States Dollars) and up to the insurance deductible on the Vessel.

### 3. GENERAL CONDITIONS

This Waiver is provided under the following conditions:

- (a) Charterer must pay for the Limited Damage Waiver Fee in the amount of \$50.00 (fifty United Stated Dollars) to Bluesail Group LLC prior to boarding the Vessel.
- (b) Charterer must provide written notice to Bluesail Group LLC of any damage or loss for which Charterer seeks application of the Waiver, and such notification must be given within 24 (twenty-four) hours after the incident, damage, or loss occurs.



#### **4. DISPUTES SETTLED BY BINDING ARBITRATION**

In the event of any dispute, controversy, or claim regarding this Waiver, any action taken, or claim made shall be resolved through binding arbitration according to the rules of the Miami Maritime Arbitration Council. The arbitral award shall be final and enforceable in any court having jurisdiction. The Charterer agrees that its damages for any breach of this agreement by the Owner or BSG shall be limited to the amount of the Charterer paid and Owner and BSG shall not be liable for consequential or incidental damages. Arbitrators are bound to adhere to this agreement.

#### **5. ENTIRE WAIVER**

This waiver shall constitute the entire Waiver between Bluesail Group LLC and the Charterer, including but not limited to their heirs, executors, administrators, or assignees. This Waiver supersedes all prior discussions, agreements, and understandings of any nature between Bluesail Group LLC and the Charterer and may not be changed, modified, or added to, or as may be set forth in a subsequent written addendum signed by both parties. The parties agree and expressly stipulate that this Agreement shall survive the termination of any completed charter and shall not be merged in or otherwise affected by the subsequent waiver with other parties except as expressly stated herein. The agreement shall be governed and interpreted in accordance with the laws of the State of Florida.