

2020 MAE WEST EXPEDITION PARTICIPATION AGREEMENT CONDITIONS

INTENTIONS:

These agreement conditions are designed to anticipate problems that might occur while aboard and thus, avoid them, designed to protect both the Skipper/owner and those who join him.

OBJECTIVE:

The Skippers goal is to share the amazement of the Arctic nature of snow, ice, sea and wildlife and local history and may provide techniques and exercise on how to cope with this Arctic nature on a sail yacht. The Participant will share in all work to be done to perform the Expedition.

The objective is to pursue on nonprofit basis the best possible involvement and enjoyment for all Participants of the Expedition.

PARTICIPANTS ACCEPTANCE ON INVITATION ONLY:

Which means that Skipper reserves the right to decline, accept or remove any Participant at his sole discretion, at any time before or during the trip, when not compatible with the general enjoyment of Skipper or other Participants on the trip. No refund of any kind will be made.

FINAL CONFIRMATION:

Acceptance will only be finally confirmed when the full payment has been received by the Skipper.

ONBOARD ROUTINE:

Participation in an Expedition on the Mae West works best when all are considered equals. Expedition Participant will be consulted, when appropriate, as a part of decision making, but he/she must be also willing to share all work, difficulties and dangers.

It is inherent in the nature of the Skipper / Expedition Participant relationship that the Skipper must exercise authority in order to maintain the safety of the Yacht and to preserve the success of the Expedition. The Skipper will exercise a duty of care to all aboard.

Expedition Participant, with respect to all experience gained before, will seek to learn all aspects of seamanship and learning about the boat in particular by reading appropriate manuals and books aboard and by asking help from the Skipper and others. The responsibility is fully to Expedition Participant to learn and to ask to be taught any skills needed for safe operation of the boat.

Good Expedition Participant looks for ways to help, and taking part as will make him/her feel involved. Expedition Participant will be required to participate in all aspects of watch keeping, domestic chores, and repairs and maintenance and obey all instructions given relating to the safe conduct of the Yacht, at all times and this is an obligation to be shared by all aboard.

If there is anything happening aboard the boat about which Expedition Participant is uncomfortable, he/she will discuss it with those concerned as soon as possible in order to avoid irreversible resentments that may spoil the atmosphere for all aboard.

TOBACCO AND BOOZE:

No smoking will be allowed below decks.

As that will affect the safe enjoyment of the proposed Expedition all aboard will keep to strict no alcohol use during navigation and high alert situations.

THE YACHT:

Skipper shall use all reasonable endeavours to provide the Yacht on the agreed date in proper condition and seaworthy, equipped for the execution of the agreed Expedition

In default, Skippers liability shall be limited to a pro rata return of the contribution for each period of more than 12 hours for which the Yacht is delayed.

If such delay exceeds 25% of the Expedition Period, the Participant shall be at liberty to treat the Passage as cancelled. Skipper shall thereupon return all sums paid but shall have no further liability to the Participant in respect of any curtailment or cancellation of the Expedition including, without prejudice, to the generality of the foregoing liability in respect of consequential or economic loss, loss of profit or loss of use and enjoyment.

OBLIGATIONS OF THE PARTICIPANT:

Expedition Participants must take responsibility for their own actions and must at all times act in a manner that will not endanger themselves, other Participants, or the Yacht.

All shore excursions or other excursions undertaken as part of the Expedition (including transfers and all other matters incidental to such excursions) will be undertaken at the Participant's sole risk and Skipper will have no liability to the Participant for any loss or damage in respect to such excursions.

The Participant shall respect all applicable laws and regulations with regard to laws and regulation with regard to customs and the exchange of currency.

The Participant will act decently and will be obliged to promptly follow up the directions and instructions of the crew and the captain, failing this the Participant is liable for all the resulting consequences.

SPECIAL RISKS:

The Participant acknowledges that the nature of the Expedition is adventurous and may involve a significant amount of personal risk. The Participant hereby assume all inherent risks of the proposed Expedition and possibility of personal injury, death, property damage or loss resulting therefrom.

The Participant hereby release Skipper from all claims and causes of action resulting from any damages, injury or death resulting from these inherent risks.

The Participant acknowledges that the enjoyment and excitement of the Expedition especially is derived in part from the inherent risks incurred by activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for participation.

INSURANCES:

Insurances of any kind for Participants are NOT included in the agreement.

Skipper insists that the Participant obtain and have a personal travel insurance policy as a condition of acceptance on the Expedition.

While participating in the Expedition on the Yacht Mae West such insurance must cover:

Personal injury, medical expenses, loss of or damage to possessions, search and rescue, repatriation expenses, and evacuation expenses and liability with a minimum coverage of EURO 125.000.

The sailing distances and any sailing in non-coastal waters as expected on the Expedition.

Participants must be able to provide proof of Insurance purchase and adequate coverage as per the required cover above on boarding.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant.

In case of these events during the trip, Skipper shall not be liable for any cost or expense arising there from. Skipper shall not be liable for any refund, either partial or total of money paid.

PERSONAL EQUIPMENT, VALUABLES AND OTHER POSSESSIONS:

Each Participant may bring aboard a reasonable amount of clothing and personal effects without charge. Each Participant is allowed the equivalent of 100L. Skipper reserves the right to refuse bringing excess equipment.

Any breakables and valuables, including but not limited to jewelry, money, precious stones, trade equipment, computers, photographic equipment or other electronics, securities, financial instruments and/ or agreements, must be hand-carried by Participant on and off the Yacht. Skipper shall not be responsible for loss of or damage to any such items.

ILLEGAL ISSUES:

Expedition Participant will not have any illegal drugs or weapons in his/her possession, and will immediately inform the Skipper if becoming aware of any on board, or anyone trying to bring such illegal items aboard.

Expedition Participant will not carry any packages for any third party on the Yacht Mae West without first requesting permission from the Skipper.

If the Skipper is held responsible for bailing Expedition Participant out of trouble because of violating local laws and customs, Expedition Participant agrees to fully reimburse any cost incurred and to compensate Skipper for the time lost for every day of delay this action may cause.

ITINERARY / RIGHT TO CHANGE:

It is possible that a route change may be necessary. Route changes will always be at the discretion of the Skipper. No refund will be available in the event of any route or itinerary change. Expedition Participant will not hold Skipper responsible for transportation to the original destination, should that not be reached,

Skipper reserves the right at any time to change any part of the itinerary or any other aspect of the Expedition. The contribution agreed on is subject to change due to excessive price increases including but not limited to gasoline price increases and similar causes. In such case each Participant can be required to pay an additional contribution to the Expedition reflecting such increase.

At any time before or after commencement of the Expedition and whether or not the Yacht may have deviated or have proceeded beyond the port of destination, Skipper may terminate the Expedition if the performance or further performance is hindered or prevented by causes beyond the control of Skipper or if Skipper consider that such termination is necessary for the management and/or safety of the Yacht.

The Yachts operation is subject to weather conditions, vessel traffic, government intervention, assistance to vessels in distress, availability of berth facilities, and other factors which may be beyond the control of the Skipper.

Skipper cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources or harm including mechanical failures of the Yacht or parts of the Yacht.

MEDICAL CONCERNS:

The Expedition Participant authorizes the Skipper to arrange necessary medical treatment and to sign any required consent forms on the Expedition Participant 's behalf to receive such medical treatment. Skipper advises Participant to carry a sealed envelope with his/her medical history to be handed to medical assistance in such a case.

The Yacht Mae West has an appropriate medical kit, and communication equipment with which emergency help may be obtained. However, Expedition Participant must take full responsibility for any current or past medical conditions that may recur, or any medical or health problems that may occur during or as result of this Expedition.

Expedition Participant must give written details to the Skipper of any potentially serious conditions that could affect safety at sea and of any known drug allergies, conditions that might recur, and current medication(s).

Expedition Participant will make sure to have ample medication for at least twice as long as the expected Expedition.

Seasickness can be spoiling performance, be dangerous, even fatal and put stress on others aboard. Unless Expedition Participant knows, from extensive experience, not be affected, he/she must bring, and be willing to use, reputable seasickness treatment. This is Expedition Participant 's responsibility.

CONTRIBUTION:

Expedition Participant confirms to be co-Expedition Participant in a private leisure activity, not as a client nor an employed sailor.

By no means will any service fee, charter, maritime transport or any profit to the Yacht Mae West or its owner or the Skipper, be delivered or paid for.

Any consideration paid by Expedition Participant will be regarded as a contribution in the cost to prepare for this entire Expedition.

Participants share in the costs of long term and ship preparations on the Expedition through the Arctic and maintenance to keep the Mae West fit.

Participants share in every days costs of fuel for the boat and the dinghy and food.

Part of a day will count as one day.

Expedition Participant agrees to this with a fixed contribution as will be mentioned in the participation invitation.

The Participant is obliged to timely payment of the contribution, which may or may not be payment in instalments to Skipper.

Under no circumstances will Expedition Participant attempt to force the ship or the Skipper to pay for any travel or repatriation expenses.

Skipper has the right to increase the contribution up to 20 days prior to the date of boarding, in relation to far-reaching changes of the costs of execution of the Expedition. The Participant shall have in that case the right to cancel the agreement, however at most within 10 days of receipt of such notification. After a valid cancellation by the Participant on these grounds, Skipper shall return any (portions of the) contribution already paid by the Participant.

Skipper is not liable for any sort of damage to the Participant arising as a result of far-reaching changes of the costs of execution of the Expedition, unless and insofar as the damage has arisen from an action or negligence of Skipper, or intentionally caused damage, or recklessly and with the knowledge that damage would probably result.

PAYMENTS BY THE PARTICIPANT AND EXTRA EXPENSES:

Any and all payments by the Participant to Skipper must be in EUROS. Any other expenses incurred by the Participant or by Skipper on behalf of the Participant shall be payable by the Participant on demand.

The Participant shall be liable to and shall reimburse Skipper for all damages to the Yacht and its furnishings and any equipment or property of Skipper caused directly or indirectly, in whole or in part, by any act or omission of the Participant, whether accidental, willful or negligent.

The Participant shall further indemnify Skipper and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused, directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Participant.

EXPEDITION INTERRUPTION:

Expedition Participant understands that should Expedition Participant leave the Yacht Mae West, for whatever reason, at a port other than that to which Expedition Participant had agreed in this agreement, Expedition Participant will be responsible for all his/her own travel and related costs.

Expedition Participant also understands and agrees that if he/she will be asked to leave the Yacht Mae West for undesirable reasons of lack of competence, inappropriate behavior, Expedition Participant's incompatibility, illness, or the inability to carry out required tasks, which, in Skipper's opinion, is endangering the safe operation of the Yacht Mae West, Expedition Participant will also be responsible for all his/her own repatriation costs.

However, in this event, the Skipper will take all reasonable measures to disembark Expedition Participant at a suitable port along the intended route, from which Expedition Participant can arrange his/her travel home.

TERMINATION AND REFUND CONDITIONS:

Expedition Participant is entitled to written termination of the agreement through adequate and valid communication.

Refunds in case of termination of agreement:

- If, Expedition Participant presents written termination of agreement more than 150 days before start of the Expedition, Participant is entitled to 100% refund of paid sum minus € 50.
- If Expedition Participant presents termination of agreement later than 150 days, more than 90 days before start of the Expedition, Skipper retains 50% of full contribution.
- If Expedition Participant presents termination of agreement later than 90 days before start of the Expedition or Expedition Participant does not show up in time or Expedition Participant drops out during Expedition there will be no refund of any kind.

PASSPORTS, VISAS AND REPATRIATION:

On entering the countries in Expedition plan Expedition Participant need to have a valid passport and necessary visa.

Expedition Participant must be able to get him/herself out of the country (other than by the Yacht Mae West) to another country to which Expedition Participant has full right of entry.

The simplest way is to carry air tickets, credit cards or sufficient cash to cover expenses.

Expedition Participant is responsible for this and will understand that he/she may be asked to furnish proof to the Skipper on boarding.

FORCE MAJEURE:

Skipper shall not be liable in any way to the Participant for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Skippers failure to commence, perform and/ or complete any duty to the Participant if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not Skipper is a party thereto, interference by authorities, requisitioning of the Yacht, political

disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Yacht, explosion, breakdown or failure of or damage to the Yacht or its hull, machineries or fittings, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Skipper.

DISCRETION, PRIVACY AND FOOTAGE:

Expedition Participant and Skipper will respect the privacy of the others and commit themselves not to publish by writing or other media any details of which may be anticipated the other be exposed or hurt or harmed in any sense.

Personal information will serve onboard administration, where disclosure is required by government authorities such as immigration and border control and not disclosed or merchandised to third parties.

Skipper will appreciate Expedition Participant to share photo or video footage created during the Expedition which may be published by Skipper in its sole discretion free of license or fees and whether or not under attribution.

LAW AND JURISDICTION:

ALL claims suits and litigation of any kind whether against Skipper and or the Yacht or otherwise shall be brought in Rotterdam Netherlands.

These Conditions of Expedition participation shall be governed by the laws of Netherlands.

Each party hereto irrevocably submits to the exclusive jurisdiction of Netherlands, at Rotterdam in respect of any action, proceeding or litigation of any kind relating in any way to the Participant and or his possessions and or Participation in the Expedition.

DECLARATIONS:

The Skipper hereby declares his belief that the Yacht Mae West is properly equipped and prepared for the planned Expedition, life jackets and tethers included and that he is fully competent to manage, alone or with Expedition Participant.

The Skipper invites the Expedition Participant to test this statement on boarding the ship in any way they wish, by their own inquiries and judgment, or with the help of others.

In case one Expedition Participant representing a group, the Participant shall be responsible for ensuring the conditions of this agreement shall also apply between the Skipper and the group.

In the case one Expedition Participant is representing a group, not later than one month prior to boarding Skipper must have received from Expedition leader a list containing the following information of any Expedition Participant:

First and last name, address, date of birth, place of birth, passport number, date of passport issued, details on diet, medical details, contact details of a to inform in case of emergency closest related.

On the event of boarding the Yacht Mae west Expedition Participant agrees completing following boarding declarations.

BOARDING DECLARATIONS:

By signing the explicit boarding declarations Expedition Participant will declare:

Expedition Participant has full investigated and found that the Yacht Mae West is properly equipped and will recognize the Skipper as capable , fit and competent.

Expedition Participant will take full responsibility for his/her decision to join, and agree that he/she is willing to accept all that may come our way.

Expedition Participant is aware that there are risks inherent in sailing that may cause substantial injury or death and he/she fully assume them with no inducement.

Expedition Participant or his/her heirs, next of kin, legal representatives, successors and assigns, in consideration of the acceptance as a Participant aboard the ship, will hereby waive any and all claims which may rise against the Yacht Mae West, its owner Andreas Speet arising out of, or in any way connected with his/her participation as an Expedition Participant on the ship.

By signing the boarding declaration Expedition Participant confirms he/she is in good health, and fit to participate in the Expedition.

If applicable, Expedition Participant has given written details to the Skipper of any potentially serious conditions that could affect safety at sea and of any known drug allergies, conditions that might recur, and current medication(s).

Expedition Participant will declare not to have any illegal drugs or weapons in possession, nor will bring any on board the ship and will declare, by written statement details of any convictions, in any country, for the involvement with illegal drugs or weapons.

Participant declares to be able to provide immediate proof of Insurance purchase and adequate coverage as per the required in the Mae West Expedition Participation Agreement Conditions.

By signing the boarding declaration the Participant accepts all of this agreement conditions and constitutes the Participants consent to these provisions.

These provisions supersede any oral or written representations. Any change in these provisions must be in writing and signed by the Skipper.

The Expedition Participation Agreement shall be in force as of the last date of signature of the boarding declaration.