

# SAILING SOLUTION

## Sailing Yacht Charters

Business Office:  
1951 East 3000 South  
Salt Lake City, UT 84106  
(801) 707-2440  
[sailingsolution@comcast.net](mailto:sailingsolution@comcast.net)  
Sailingsolution.net

Sailing Solution LLC is pleased to provide you and your guests an unforgettable sailing excursion on the Great Salt Lake!

This letter describes the do's and don'ts for a Sailing Solution ("SS") sailing charter on the Great Salt Lake. If you have any questions, ask your Captain or call us at (801) 707-2440.

Charter Client / Sailor's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Full sailors are happy sailors, and we want you to enjoy yourselves. Catering for the cruise is not available at this time however, you can bring your own food and beverages. Alcoholic beverages are permitted, but should be consumed in moderation, and only for the adults who are 21 years or older. We have plates, glasses, flatware, napkins, bottle openers, cork screw, ice and bottled water. We provide a cooler stocked with ice and a sink.

Other Charter Guests/Passengers (SS reserves the right to request all passengers read and sign this Charter Agreement):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check out the weather ahead of time and dress for the occasion by bringing extra, comfortable clothing, and rain gear if needed. We recommend wearing rubber-soled shoes, sneakers or deck shoes, and a jacket for the evening sails.

We encourage people of all ages to come aboard and enjoy the thrill of sailing. Sorry, but we cannot allow pets on our boats. We love furry friends, but we have learned the hard way, boats are often uncomfortable for our four-legged friends.

Our Captains will do their best to ensure that all charters meet your expectations from the scheduled time of departure to arrival back at the dock. However, you should expect that cruises may be shortened, or other delays may occur due to weather and other factors beyond our control. We will honor any client request for a delayed departure or early return as long as it does not affect other scheduled charters. At the time of sailing, if the Client requests and the Captain accepts a deviation from the original charter itinerary, there may be additional charges incurred which will be payable and due at the end of the charter.

Weather is part of the sailing experience – both the good and bad days. We must respect Mother Nature and we will not put anyone in danger. The Captain makes the final determination whether or not to sail. SS has no liability or responsibility for delays, cancellations or failure to furnish services when caused by Acts of God, inclement weather, rough seas, storm warnings, lightening, thunderstorms, heavy fog, very strong winds, government orders, labor disputes, legal prohibitions, third-party interferences, or any other causes beyond the control of our Captains or SS.

When possible cancelled charters will be rescheduled. If this cannot be done due to time or other constraints, any deposits will carry over to the following year or we will provide a full refund.

In addition, the Captain may exercise good judgment and discretion to cancel any charter without refund for any of the following reasons: passengers over-intoxicated, unconsciousness, aggravation of previous injury, illegal drug use, unruly or reckless behavior, perceived risk or threat to the operation of the boat or to others, criminal act or violation of local law and boating regulations, or behavior that distracts the Captain or Crew from their duties.

Now, for the legalese... We know this is not fun to read, but necessary so that we can all have fun and relax during our sailing trip together. While the Captain is responsible for all matters relating to the navigation, operation and maintenance of the vessel during the charter, passengers are ultimately responsible and liable for their own safety, baggage, personal belongings, and activities prior to, during, and immediately following the sailing trip, including but not limited to, diving off the boat or swimming. The Captain will ensure that any persons on board comply with applicable laws and boating rules. For instance, when the Captain yells to duck down because the boom is about to swing, passengers must obey the Captain's order (no mutinies, extreme sport stunts, or back-seat captains please). The boom is at head level and, if you are struck, can cause serious injury or falling overboard.

The following should go without saying, but our lawyer made us say this, too – Without exception, firearms, knives, explosives, contraband, illegal drugs, and escaped felons are prohibited by SS Charters and will not be allowed on board our boats. SS represents it is in compliance with all applicable state and U.S. Coast Guard regulations for required safety equipment, and maintaining the vessel in safe operating condition.

We do not anticipate any trouble arising out of our charter, but in case of unforeseen or unavoidable events, we ask that you read and acknowledge the following waiver provisions:

The Client indemnifies and holds harmless Sailing Solution LLC. its affiliates and all of their officers, directors, employees, legal representatives and other agents, successors and assigns from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the indemnified parties as a result of the services performed on the Client's behalf. In no event will SS be liable for any type of indirect, incidental or consequential damages, whether arising in contract or in tort, exceeding the amount paid for the charter. Further, the Client indemnifies and holds SS harmless against any loss, damage or expense incurred by SS by reason of any action or omission of the Client, its employee, agents, family, and guests. In short, if you break it, you pay for it. The Client agrees to pay and be held fiscally responsible and liable for any damage or loss (of course, excluding normal wear and tear), to the charter vessel, dock, other vessels in proximity, or SS property caused by the Client, or its employee, agent representative, guest, family member, or other guest of Client's on board.

\*\*\*\*SWIMMING IS AT YOUR OWN RISK\*\*\*\* Your Initials Please \_\_\_\_\_

Your signature below indicates your acknowledgement and agreement to the terms and conditions for your sailing charter with Sailing Solution.

Agreed by \_\_\_\_\_ (Charter Client) Date \_\_\_\_\_

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Expires December 30, 2010

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### MEDICAL ADVISORY FOR EMERGENCY

Sailing Solution LLC is pleased to provide you and your guests an unforgettable sailing excursion on the Great Salt Lake! However, upon a medical emergency our captains will need to be advised of pre-existing medical conditions of passengers which could impact the safety of the passenger as well as first responders and medical professionals.

Known health issues including, but not limited to, diabetes, heart conditions, history of stroke, AIDS, hepatitis, back and joint problems, vertigo, claustrophobia, prescribed medications, and other conditions will need to be disclosed and made available to the captain and medical/rescue responders.

Sailing Solution charters is aware these health issues are privacy sensitive. If you as a passenger would prefer, **you may provide these details in a sealed envelope to the captain at the beginning of the charter. They will only be opened in case of emergency/medical need.** Baring any accident or medical need they will be returned in the same sealed envelope upon completion of the charter.

You may fill out this page and place it in an envelope if needed.

PASSENGER NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ MEDICAL CONDITION – HEALTH ADVISORY:

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