

YACHT DAMAGE WAIVER



Yacht booking reference number:

Charter Dates:

Name (printed):

YACHT NAME:

Indicate whether YDW purchased or payment of security deposit:

Value of Damage Deposit (whether under YDW or SD option):

YACHT DAMAGE

I, the undersigned, hereby agree that I have entered into a contract to charter a yacht which is subject to the chartering company's terms and conditions of sale and have authority to sign this form and be bound by its contents both on behalf of myself and the members of my party.

I acknowledge and agree the following:

- If I or a member of my party causes accidental damage or loss to the yacht or to property belonging to a third party and I have opted to take the Yacht Damage Waiver I understand that I will be liable for the loss suffered up to the amount of the Damage Deposit held.
- If I or a member of my party causes accidental damage or loss to the yacht or to property belonging to a third party and I have opted to pay the Security Deposit I understand that I will be liable for the loss suffered up to the amount of the Security Deposit held.
- In the event that I or a member of my party causes damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of my or my party's gross negligence or reckless conduct I agree that I will be liable for the full extent of the loss suffered. I acknowledge and understand that retention of the deposit will not in any way limit or prejudice any claim which the Company may have in excess of the value of the deposit. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel.
- I acknowledge and agree that the Company may use all or part of the Damage Deposit or Security Deposit paid to repair any damage caused to the yacht, its contents or any third party property during the charter period.

Signed:

On this day of 20