

WAIVER AND INDEMNITY

I wish to enjoy the unique experience of a voyage on the ship Royal Albatross (“**the Vessel**”) and I **acknowledge and agree** that:

- ❖ The Vessel is a fully operational sailing ship. Its sails, ropes, pulley blocks, lines, chains, yards, booms, spars and rigging are functional and the Vessel is sailed in a completely traditional way with sailors pulling ropes, climbing the masts and working overhead. There are no barriers separating me from the crew while they work therefore the entire upper deck is a hazardous area that requires me to be vigilant at all times..
- ❖ I may get wet and that the outside decks and staircases may be slippery and that the Vessel may move suddenly and unexpectedly and will heel therefore I need to ensure that I have a sure footing and a hand hold at all times.
- ❖ For the safety and comfort of myself and other persons on board the Vessel, I must ensure that at all times I and any minors under my charge on the voyage (“**Minors**”) am completely aware of and will strictly comply with the rules related to the Vessel and the instructions of the owner, master and crew of the Vessel or the owner’s contractor or if I am not the charterer of the Vessel, the person who invited me for the voyage (all or any, “**Persons Interested in the Vessel**”), including not touching, standing on, releasing or handling any ropes on the deck, attached to sails or secured to pin-rails, not touching, standing on or sitting on or near anchor equipment, not touching, standing on or sitting on or near pulley blocks, keeping stairways and door-accesses clear, wearing non-slip and soft-soled footwear, not running on deck, not touching safety equipment except in emergencies, not climbing above deck-level or over safety-rails unless invited by the master, not jumping into the sea, not smoking onboard, not consuming or using any substance which may impair my mental faculty, not bringing any weapon on board the Vessel, not entering Restricted Areas, not throwing anything in to the sea, keeping portholes and windows closed while the Vessel is sailing and taking all measures and precautions for the health and comfort of myself and the Minors, such as lawful medication and protection from excessive exposure to the sun.

I declare that I and the Minors have the mental and physical fitness to endure the Voyage and acknowledging also the best efforts of the Persons Interested in the Vessel for the safety, health and comfort of myself and the Minors, **I agree and undertake** on my own behalf and on behalf of the Minors:

- ❖ **to attend and heed the briefing to be held by the Persons Interested in the Vessel on all safety procedures and measures to be complied with during embarkation or disembarkation and during the voyage, and to inform such Persons immediately if I cannot hear or understand any part of the briefing**
- ❖ **that no Persons Interested in the Vessel or their insurers will be liable for any loss, damage or destruction of any property or any cost or expense or any injury or death of myself or any Minors, arising from or related to the voyage or while on the Vessel or other property of the owner of the Vessel and I release and discharge all Persons Interested in the Vessel and their insurers from any such liability and from all actions, proceedings, claims and demands whatsoever which I or any minors under my charge may have against any Persons Interested in the Vessel and their insurers, except where arising from the proven gross negligence or wilful default of the Persons Interested in the Vessel and**
- ❖ **to fully indemnify and hold all Persons Interested in the Vessel and their insurers fully indemnified against all actions, proceedings, claims and demands and expenses and costs (including solicitor and client costs) which may be brought against or made on or incurred by any Persons Interested in the Vessel and their insurers or the Vessel, and any future owner of the Vessel and for any loss, damage or destruction of property or any injury or death of any Persons Interested in the Vessel and**
- ❖ **if notwithstanding my agreement and undertaking above, any of the Persons Interested in the Vessel is found by any competent court to be liable for any such loss, damage or destruction of any property or any injury or death of myself or any Minors, the aggregate liability of the Persons Interested in the Vessel shall not exceed any sum paid by me or the charterer (if any).**

| Name & ID/Passport number | Signature | Date |
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