

BARBARY GHOST LLC
TERM SHEET

PLEASE READ: This Term Sheet contains the terms and conditions applicable to all reservations made with BARBARY GHOST LLC for voyages aboard the vessel *BARBARY GHOST*. Customers must comply with all of the terms and conditions contained herein to be permitted aboard *BARBARY GHOST*. Please read them carefully. If a customer is unable to, or wishes not to comply with any one of the provisions of this Term Sheet, he or she must notify BARBARY GHOST LLC at least 7 days prior to the scheduled departure time, and he or she will receive a full refund for the reservation. If notification of intent not to comply with this Term Sheet is not communicated to BARBARY GHOST LLC within 7 days, refunds will be assessed in the same manner as Cancellations (see below).

Reservations – All fees are for the use of the vessel under command of Captain Drew. No more than six passengers are permitted on the vessel under any circumstances. Full payment is due at least 72 hours prior to the scheduled departure time, unless special arrangements are made with BARBARY GHOST LLC. No dates or times are reserved until full payment is received. When the vessel is chartered for a group, a single invoice must be paid in advance and fees are not impacted by the number of passengers expected to attend or the number of passengers who do or do not show up for the event. When the vessel offers scheduled events open to individual registration, each passenger must complete a separate reservation request and pay a separate invoice for their admission.

Rescheduling – Charters that have been reserved with full payment may be rescheduled at least 72 hours prior to departure date with additional payment of a \$100 rescheduling fee. Attempts to reschedule within 72 hours of departure time without payment of the rescheduling fee will be considered cancellations (see below). BARBARY GHOST LLC may reschedule at any time due to bad weather or Small Craft Advisory.

Cancellations – Cancellations may be made by e-mail (drew@barbaryghost.com) or phone at 415-754-0205. Cancellations made at least 7 days prior to scheduled departure time will be granted 100% refund of paid amount. Cancellations made at least 72 hours prior to scheduled departure time will be granted 50% refund of paid amount. Cancellation made within 72 hours of scheduled departure time will not be granted any refund. Charters may NOT be cancelled by guests due to light rain, overcast conditions, wind, or other weather condition.

Risks of Boating – Boating poses inherent risks including sprains, broken bones, concussions, drowning, hypothermia, and all other types of injuries. These risks are increased by any physical or mental conditions (see Physical Requirements below). Incidental damage to or loss of personal property is an inherent risk, specifically “dings” on paddleboards.

Physical Requirements – Boating requires passengers have good balance, use of hands, feet, arms, legs, the ability to bend forward and backward, and the ability to move quickly when needed. Even passengers meeting all these physical requirements may experience nausea or “sea sickness.” Boating may be hazardous and is not recommended for passengers with any sensitive physical or mental health conditions.

Waiver and Release of Liability – A signed and dated “Waiver and Release of Liability” form is required from each passenger prior to boarding the boat. Refusal or failure to sign this form means that the passenger will not be allowed on board the boat. No refunds or cancellations will be allowed due to refusal or failure to sign this form.

Minors – The minimum age for boarding the boat is six years old. Anyone less than 18 years of age if considered a minor. For safety reasons, any minors boarding the vessel must be accompanied by a parent or guardian who will sign the Waiver and Release of Liability on the minor’s behalf. A maximum of three minors are allowed aboard per trip.

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Pets – A maximum of two dogs are allowed aboard each charter cruise. Owners are responsible for the safety and actions of their dogs and are strongly encouraged to bring life vests for all dogs. No other animals are allowed aboard, except with permission prior to making reservation. Please be aware that the Captain's dog will also be onboard.

Boarding Time and Location – At the time of reservation, a boarding time and location will be agreed to by BARBARY GHOST LLC and the guest party and confirmed by e-mail. This boarding time and location may be subject to change by BARBARY GHOST LLC due to dock availability or other circumstances that are out of the control of BARBARY GHOST LLC. Changes made to boarding time and location by BARBARY GHOST LLC will be communicated by phone or e-mail to the guests as soon as possible. If guests cannot comply with proposed changes, the charter may be rescheduled at no cost or refunded to the guest party. Any changes in boarding time or location requested by the guest party will be considered rescheduling (see **Rescheduling** above).

Cruise Duration – The duration of the cruise starts at the confirmed boarding time, regardless of late arrivals. For example, a three hour cruise would run from the 12pm boarding time to a 3pm return. In this case, if a guest's late arrival caused the boat to depart at 1pm, the return time would still be 3pm. Return times may also be later due to weather, tide, or traffic, so please notify the captain if your party needs to return exactly at the scheduled return time.

Food & Beverage – BARBARY GHOST LLC does not provide or serve any food or beverage to guests. Guests are invited to bring their own food and beverage. All preparation, serving, and disposal of food is your responsibility.

Alcohol – BARBARY GHOST LLC does not provide or serve any alcoholic beverages to guests. Guests are permitted to bring their own wine, beer, or other spirits. All storing, serving, and disposal of alcoholic beverages is the responsibility of the guest party. Guests must not allow themselves to become intoxicated to the point that they endanger their safety or the safety and comfort of others. Guests are warned of the risks associated with consuming alcoholic beverages while boating and take full responsibility of their behavior during and after consuming alcohol.

Drugs – Controlled substances are not allowed aboard the boat. This includes marijuana, even with a medical prescription. While medicinal marijuana may be permitted in California, while underway the boat is under U.S. Coast Guard jurisdiction and marijuana is still classified under Schedule I of the Controlled Substances Act.

Amenities – A propane grill (with fuel) , ice chests (with ice), and basic grilling tools (spatula, tongs) are provided for guest use. Paper plates, plastic utensils, and napkins are also provided. Cooking and eating while underway can be tricky, so for your enjoyment we recommend you keep your menu as simple as possible. A restroom with toilet and sink are provided for guests to use. Please read posted signs in the restroom before using the toilet. Please be careful when using the sink's hot water, as it can become very hot while the boat is underway.

Keep your things secure – The rocking of the boat can slide cameras, phones, glasses, and purses off tables, or worse, into the water. Wind can blow hats, empty cups, and other light objects off the boat. Please use drink holders and be careful in securing all your belongings inside the cabin or keep them in your pockets and hands all times.

What to bring – Warm clothes, sunscreen, cameras, sunglasses, food, and beverage.

What not to bring – Please don't bring wine glasses or other delicate glass objects. High heels are not recommended.