



Aquatic Consulting Services

356 Sumner Ave. • P. O. Box 1418 • Avalon • California • 90704 • Santa Catalina Island

Days of Sparking Waters
Nights of Falling Stars



MERMAID

Agreement to Participate Ocean Sailing – Day Sail – Near Coastal

Nature and Description of the Activity

- This boating activity will take place upon the waters of _____ and on the Pacific Ocean within _____ miles of shore.
- We will be sailing an upgraded 1993 Beneteau Oceanis 400 sloop “MERMAID”. She has a fin bulb keel, draws 5’6” and has a wide 12’10” beam, has a walk-through transom, double spreaders, 2 flag halyards, 2 radar reflectors, fully battened mainsail, lazy jacks, stack pack, aluminum mast, Strong System bat cars, a roller furling 130% Genoa, and roller furling Code Zero spinnaker (PHRF rating 105), adjustable whisker pole mounted vertically on the mast, Bruce anchor with 200 feet of chain, spare aluminum Fortress anchor with weighted line and rode, windlass, saltwater washdown, 50 hp Perkins diesel engine, 120 amp alternator, fixed 3-blade prop, BBQ grill, propane locker, 4 Lewmar winches (two 30s and two 48s), 12 Spinlock clutches, 41 gallon diesel fuel tank, two 70-gallon water tanks, four 4-D AGM batteries (220 amp engine starter battery, 660 amp house bank), Heart Interface Link 2000-R, non skid fiberglass and teak decks, anodized aluminum, and stainless steel hardware, 7 Lewmar hatches and 10 portholes, new wiring and electrical panels, Wema tank gauges, and Hunter green canvass (bimini, folding dodger, awning, screens, helm cover...). Operations and maintenance manuals, diagrams, and operating instructions are available for all boat systems and equipment. All lines (including reefing lines) run aft to the cockpit.
- Belowdecks, there are 3 staterooms plus a table that converts to another bunk with room for 7 people to sleep comfortably, HCM innerspring mattress in Pullman berth, hanging lockers and shelves, 2 heads (electric), two 20-gallon holding tanks with macerator pumps, sinks and showers, galley (with refrigerator and freezer – 12 volt and engine driven systems, U-Line ice maker, propane oven and stove, storage and stainless sink), saloon with bench seating, halogen lighting, 7 quiet Calframo fans, navigation station, stereo / CD / DVD player with cabin and cockpit speakers, iPod connection, and 2 flat screen TV monitors.
- Navigation instruments, include Ray Marine navigation instruments duplicated at both the helm and nav stations, VHF (Ray230) radio with intercom, fog horn, speakers and hailer, 24-mile RADAR with MARPA, GPS antenna and RL70 chartplotters, depthsounder, knotmeter, water thermometer, countdown timers for racing, wind instruments, below deck linear drive ST 6001 autopilot; Watchman night watch system, and back-up paper charts and hand held instruments.
- Emergency equipment includes: Iridium satellite phone, SPOT system, jack lines, fire extinguishers, ship’s bell, MOB pole, strobe light and horseshoe buoy, flares and flare guns, orange smoke, laser flares, PFDs, ditch bag, and a Winslow 6-person offshore liferaft.
- A West Marine dinghy with a Tohatsu 3 hp outboard is used as a tender.

- The services of Vessel Assist / Boat US have been procured for assistance with towing or other on-the-water emergencies, if necessary.
- A brief overview of the boat and a safety orientation will be conducted prior to departure in which you will be required to participate.
- We will leave from Sunroad Resort Marina at Harbor Island in San Diego Bay, and spend the next 5 days on the water, sailing, motoring and/or motor sailing, docked and moored.
- You may join in and actively participate in sailing the boat, by helping to raise sails, handle lines, plot courses, and take a turn at the helm.
- Meals, snacks, bottled water, hot beverages and soft drinks will be provided.

Risks Involved in the Activity

We do not want to heighten your fears or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of the various risks. This is not a complete list of the risks you may encounter. It is your responsibility to get additional information about the risks you are about to undertake.

- I acknowledge that ocean sailing entails known and unanticipated risks which could result in minor or catastrophic physical or emotional injury, paralysis, death, damage to personal property, or injury to third parties.
- I understand that such risks cannot be completely eliminated without jeopardizing the essential nature and qualities of the activity.
- Risks of participation include, but are not limited to: exposure to adverse weather conditions, being ejected, thrown or washed overboard or falling into the water; injuries from climbing on or off the boat, hypothermia, sunburn, heat exhaustion or heat stroke, seasickness, slip-and-fall, being cut or impaled by sharp objects, bruises, head trauma, sprains, strains, broken bones, dislocations, encounters with dangerous marine life, sinking of the boat, and death by drowning.
- The captain and crew may be ignorant of your fitness level or abilities. They might misjudge the weather or elements. They might give inadequate warnings or instruction. Equipment may break or malfunction.
- I understand that there is a chance of injury resulting from the negligence and carelessness on the part of the captain and crew, and fellow sailors.

Condition of the Participant

- You must be in moderate physical condition, have good balance, be able to move about a sailboat while underway, and be able to climb on and off a boat unassisted.
- You may participate in the activity if you are a novice or inexperienced sailor, but may be given instruction and asked to participate in necessary activities to assure your safety, the safety of the crew and passengers, and the safety of the vessel.
- You must have intermediate level swimming ability, be able to tread water in the open ocean for a period of not less than 20 minutes, or at all times while topside, wear a USCG approved PFD.

Expected Participant Behavior

- As required by California law, all children under 12 years of age, while topside, must wear a properly sized and fastened PFD.
- In inclement weather conditions, at night, or at any time when directed by the Captain to do so, you must don a PFD, harness and tether, or other safety gear.
- I understand that that use of illegal drugs or excessive consumption of alcohol may endanger myself or other participants. I agree not to use any illegal drugs or excessive alcohol while undertaking this activity.
- I understand that this is a non-smoking trip. As such, the consumption of any tobacco product will not be permitted while on-board the vessel.
- While we strive to operate the safest possible vessel, equipment and programs for the enjoyment of our guests, you are primarily responsible for your own safety and the safety of any minor children who accompany you aboard the boat.

- Follow directions of the captain and crew. We will be happy to give you a tour of the vessel, explain safety rules, administer a swim test, or show you how to properly use any equipment upon your request. Please ask questions if you do not fully understand the rules established for your safety, or do not fully appreciate the risks involved in participation, or in using any piece of equipment aboard the vessel.
- The safety rules have been developed for your protection. Failure to heed warnings, partaking in unsafe behavior or activities in which you are not qualified, or misuse or abuse of equipment can result in serious or even fatal injury.

Concluding Statements

- In consideration of the services of Mermaid Charters, a division of Aquatic Consulting Services, Alison Osinski, company owners, employees, volunteers, crew, participants and all other persons acting in any capacity on their behalf (herein collectively referred to as "ACS"), I hereby agree to release and discharge the above listed persons and entities on behalf of myself, my children, my parents, my heirs, personal representatives, and estate.
- I affirm that I have an understanding and appreciation of the risks involved in participating in ocean sailing, a potentially dangerous activity, and that my participation in the activity is voluntary. By signing this document, I acknowledge that if I am hurt or my property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to bring a lawsuit against ACS on the basis of any claim from which I have released them.
- I hereby voluntarily release, forever discharge and agree to indemnify and hold ACS harmless from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or in use of ACS equipment or property, including any such claims which allege negligent acts or omissions of ACS.
- Should ACS or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to pay liquidated damages, and indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate health, disability, life and other insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
- I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- All contracts or agreements with ACS are entered into in the judicial district of San Diego, California. Should either party bring or initiate a suit or action before any court, it shall be brought in San Diego, California, regardless of whether a party may not be a resident or maintain a domicile or business in the State. I further agree that the law of the State of California will apply in any action brought, without regard to the conflict of law rules of the State.
- I agree that film, photographs, videotape, or digital imagery of me as a participant in the activity becomes the property of ACS and may be published, displayed or used for promotional or commercial purposes.
- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in force an effect.
- I have read this entire document, been given an opportunity to ask questions which clarify the meaning and purpose of this document, understand the document, and agree to be bound by its terms.

Participant Signature

Participant Signature

Printed Name

Address

Phone

E-mail

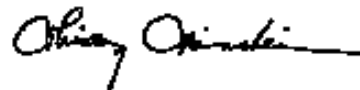
Date

Emergency Contact

Printed Name

Phone Number

Please describe your previous sailing and/or boating experience:



Capt. Alison Osinski
Mermaid Charters - Division of Aquatic Consulting Services

- United States Coast Guard License
Merchant Mariner Credential
(Document serial number: USA000112888, Reference number: 2574253)
- Master Near Coastal - 100 Tons (Captain's License)
 - Sailing Endorsement
 - Towing Endorsement
 - Standards of Training, Certification and Watchkeeping for Seafarers Endorsement
(Previously: #1166005 and #946914)

Additional Indemnification

(To be signed by parents and/or guardian of participants under age 18)

In consideration of _____, a minor, being permitted to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold

harmless ACS from any and all claims brought by me, or on behalf of the minor, and which are in any way connected with such participation or use by the minor.

Parent/Guardian

Printed Name

Parent/Guardian Address

Date

Parent/Guardian Phone