



## Mermaid QOTS

# Sailing Participation Agreement

### Nature and Description of the Activity

- This boating activity will take place upon the waters of the **Sea of Cortez** within **50** nautical miles of shore.
- We will be sailing a 2004 Lagoon 380 cruising catamaran named “Mermaid QOTS” (Queen of the Sea). She was built in Bordeaux, France and constructed of molded FRP with a white gelcoat and navy blue boot stripes and canvas. Her LOA is 37’11” (LWL 36’1”) with a 15,700 pound displacement, and a very wide 21’5” beam. She has spade rudders, a shallow draft and draws 3’9” of water allowing her to anchor close to shore. She is a Marconi fractional sloop rig with a fully battened 516 ft<sup>2</sup> mainsail, stackpack, a deck stepped 57-foot-tall mast, swept back diamond spreaders, a roller furled 333 ft<sup>2</sup> genoa, and asymmetrical 915 ft<sup>2</sup> spinnaker. There are 2 (Rocna and Fortress) anchors, 150’ of 3/8” all chain rode, and windlass; and saltwater washdown. Twin 29 hp Yanmar diesel engines coupled with sail drives are installed. Bow and stern jet thrusters have been added to permit better maneuverability in tight spaces. Most lines run aft to the cockpit. A boom brake is positioned to prevent accidental gybes. The port side helm station is raised above the deckhouse and has wheel steering and Volvo throttle controls. There is a table and ample seating on the bridgedeck which is covered with a canvas awning to provide shade. Tanks hold 52 gallons of fuel and 150 gallons of fresh water. An Ech<sub>2</sub>o Tec 12 gpm reverse osmosis watermaker is also installed. The boat has anodized aluminum spars, and stainless steel hardware. Fiberglass decks are flat and wide making it easy and safe to move from bow to stern. The trampoline was replaced in 2020.
- Belowdecks there are 3 staterooms, plus a table conversion to bunk, with room for 7 people to sleep comfortably, 2 heads, sinks and showers, and a small office space in the twin hulls. The design is galley up with refrigerator, small freezer, propane oven and stove, storage and sink with fresh and salt water faucets. The deckhouse saloon has an open design, 6’5” of headroom, seating for 6, and a dedicated navigation station. There are 13 fans, air conditioning, and space heaters for thermal comfort; screened Lewmar hatches and portholes and a large sliding door separating the cockpit from the main saloon. Two dedicated engine batteries a 3 AGM 4D battery house bank, and 6 thruster batteries, inverter, solar panels, and navigation instruments, including VHF radios, RADAR, GPS and chartplotters, AIS, depthsounder, knotmeter, wind instruments, and autopilot are installed.
- A inflatable tender with 5 hp Mercury outboard is carried on davits.

- All required lighting and safety gear, PFDs, harnesses, tethers, liferaft, ditch bag, first aid kit, flares, flare guns, orange smoke and other emergency signaling devices, an EPIRB, SPOT satellite messenger, satellite phone, binoculars, communication headsets, jack lines, ring buoy with strobe light, heaving lines and Lifesling in case of a MOB situation, fire extinguishers, fire blankets, and smoke alarms are carried and immediately available for use.
- The services of Boat US / Vessel Assist have been procured for assistance in the U.S. 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 / return to **Marina CostaBaja in LaPaz, BCS, Mexico**, and spend approximately \_\_\_\_ days on the water, sailing, motoring and/or motor sailing, and anchoring in isolated coves or near remote villages, during which we will usually be out of cell phone and wi-fi range.
- 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.
- Most meals will be eaten onboard. Everyone is expected to help with meal preparation and clean-up. Snacks, bottled water and hot and cold drinks will be provided. Please make ACS aware of any allergies, dislikes or food or drink requests.



## 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.
- There is additional risk due to the geographic remoteness of the location where we will be sailing. In the event of a medical emergency, we may not be able to contact anyone for assistance, first responders may be hours away, and medical treatment may, and will most likely, be delayed.
- 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 law, all children under 13 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, medications 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 use or consumption of any tobacco product, or vaping, 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.

### **Fees**

- Boat charter fees: \$\_\_\_\_\_ per \_\_\_\_\_
- Each participant will be asked to contribute to shared food, drink and fuel costs (approximately \$\_\_\_\_\_ per person per day).
- Participants are responsible for payment of their own air and land transportation to and from LaPaz, meals ashore, side trips or activities.
- Participants are required to purchase a Mexican fishing license (required even if you don't intend to fish).
- Participants are required to purchase a Mexican national park pass (required for the duration of the trip).

### **Concluding Statements**

- In consideration of the services of Mermaid Charters, a division of Aquatic Consulting Services; Alison Osinski, the company owners, employees, volunteers, crew, participants and all other persons acting in any capacity on their behalf (herein collectively referred to as "Alison Osinski"), 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 / open water 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 "Alison Osinski" on the basis of any claim from which I have released them.
- I hereby voluntarily release, forever discharge and agree to indemnify and hold "Alison Osinski" 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 equipment or property, including any such claims which allege negligent acts or omissions of "Alison Osinski".
- Should "Alison Osinski" 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 medical evacuation insurance or a medical plan that covers travel home on a commercial flight with a medical escort, or else I agree to bear medivac costs in case of a medical emergency that occurs in **Mexico** that requires transportation back to the **United States**.
- 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 "Alison Osinski" are entered into in the judicial district of Los Angeles, California. Should either party bring or initiate a suit or action before any court, it shall be brought in Avalon, California, or the

nearest court, 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 “Alison Osinski” 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

City State Zipcode

Phone E-mail

Date



**Emergency Contact**

Printed Name Relationship

Phone Number

Please describe your previous sailing and/or boating experience. List any boating related certifications or licenses you possess.

Please describe your swimming ability in open water.

Check the item if you can:

- ☐ Jump / dive into deep water
- ☐ Recover to a horizontal position and swim at least 25 yards using one or more strokes
- ☐ Tread water or float for 30 minutes
- ☐ Use your clothing to help you stay afloat

#### **Additional Indemnification**

(To be signed by parents and/or guardian of participants under age 18. **If the sailing activity occurs outside of U.S. waters, the signature of BOTH parents is required**).

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

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/Guardian Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Phone

Capt. Alison Osinski



Mermaid Charters - Division of Aquatic Consulting Services

United States Coast Guard Merchant Mariner Credential 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),

Basic Training Revalidation (2-23-17)