



Your Caribbean Mind, Body & Spirit Connection

Disclaimer Agreement

ACCIDENTAL DAMAGE, DEATH & INJURY: Schramko Cancun Ventures, S.A. de C.V. d/b/a Trilogy on the Sea (hereinafter “Trilogy”) strictly prohibits the use or consumption of illegal drugs on its yacht or at its facilities. The consumption of alcohol or drugs may increase the risk of injury around water and boats and the charterer and his/her passengers/party accept that risk. When used throughout this Disclaimer Agreement, “charterer” refers to any individual who books or participates in a cruise or activity on Trilogy and his/her passengers/party. **Trilogy** shall be held harmless from any and all claims or liability for property damage, personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs, even if the property damage, personal injury or death is caused in whole or in part by the negligence of **Trilogy**. This shall in no way limit or diminish **Trilogy’s** accountability for its negligence where the property damage, personal injury or death does not arise from or relate to, directly or indirectly, the use or consumption of alcohol or drugs.

SNORKELING, FISHING & SWIMMING: **Trilogy**, the yacht owner and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, or the use of snorkels, masks, fins, life jackets, fishing equipment or allied equipment.

RUNNING EXPENSES: The charterer agrees to pay any additional running expenses during the term of the charter, which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to, food and other consumable stores, fuel, pilotage, mooring and docking fees, port charges, cruising taxes and park permits, customs and provisions, and supplies for the charterer and their passengers/party.

EQUIPMENT AND YACHT INSURANCE COVER: Our insurance policy provides comprehensive and adequate cover for the equipment and yacht for your Captain and Crew. **Trilogy** cannot be held responsible for any loss which you may suffer as a result of the insurers refusing cover, including without limitation, as a result of your negligence, deliberate default or willful misconduct. Should damage or loss to the yacht and equipment be caused as a result of not obeying **Trilogy’s** Captain or Crew, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge. **Trilogy** agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as **Trilogy** in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of **Trilogy**), or damage to or loss of property of any person on board against which you must insure prior to the charter.

TERMINATION OF SERVICE & INDEMNITY: The charterer accepts responsibility for the proper conduct of themselves and their passengers/party. **Trilogy** reserves the right in our absolute discretion to terminate, without further notice, the services arrangements for any charterer who refuses to comply with the instructions or orders of the Captain and Crew of **Trilogy** and whose behavior or competence in **Trilogy’s** Captain or Crew’s opinion is likely to cause distress, damage, danger or annoyance to the Captain, the Crew, other customers, staff, any third party or to the property. Upon such termination, **Trilogy’s** responsibility for the charterer’s vacation/cruise ceases and the vacation/cruise of the charterer’s passengers/party ceases and **Trilogy** shall not be liable for any costs incurred by the charterer and/or his/her passengers/party.

MISCELLANEOUS: It is understood that : **Trilogy’s** Captain and Crew are acting for and on behalf of the owner of the yacht. Neither **Trilogy** nor the owner will be liable to any person for any loss, damage, injury, or death that results from the charterer’s use of the yacht. **Trilogy** makes no representations other than those contained in this Disclaimer, the current **Trilogy** brochure, and any written materials provided as part of the booking procedures. **Trilogy** will not be responsible for any fees, expenses, airline tickets, hotel rooms, food, phone calls, or other expenses incurred by the charterer or his/her passengers/party for any reason whatsoever. The charterer and his/her passengers/party will indemnify and hold **Trilogy** and the owner of the yacht harmless from and against any and all claims for loss or damage to property or injury to persons (including loss of life) resulting from use, operation, or possession of the yacht and related equipment or other inventory by the charterer or his/her passengers/guests, and from any claims whatsoever from loss or damage to personal property of the charterer or his/her passenger/guests carried on the yacht or dinghy. This Agreement shall be construed and interpreted in accordance with the laws of the state of Quintana Roo, Mexico.

My signature below represents that I have read, understand, and agree with the terms of this Disclaimer Agreement. All adult passengers in my party will sign, date & print their name on the reverse side of this document.

1) **Charterer Signature:** _____ **Date:** _____

Printed Name: _____ **(See reverse side for requirements of other adults in the party.)**

(Other adult passengers in this charterer's party must sign/date & print their name below to attest to the fact that they have read, understand and agree with the terms of this Disclaimer Agreement. A separate Disclaimer Agreement is required for each charterer and his/her adult passengers/guests who are not part of this charterer's party.)

2) **Passenger Signature:** _____ Date: _____

Printed Name: _____

3) **Passenger Signature:** _____ Date: _____

Printed Name: _____

4) **Passenger Signature:** _____ Date: _____

Printed Name: _____

5) **Passenger Signature:** _____ Date: _____

Printed Name: _____

6) **Passenger Signature:** _____ Date: _____

Printed Name: _____

7) **Passenger Signature:** _____ Date: _____

Printed Name: _____

8) **Passenger Signature:** _____ Date: _____

Printed Name: _____

9) **Passenger Signature:** _____ Date: _____

Printed Name: _____

10) **Passenger Signature:** _____ Date: _____

Printed Name: _____

11) **Passenger Signature:** _____ Date: _____

Printed Name: _____

12) **Passenger Signature:** _____ Date: _____

Printed Name: _____

13) **Passenger Signature:** _____ Date: _____

Printed Name: _____

14) **Passenger Signature:** _____ Date: _____

Printed Name: _____

15) **Passenger Signature:** _____ Date: _____

Printed Name: _____

(If more than 15 adults in the charterer's party, others must sign a separate Disclaimer Agreement.)