

SV LIBERTALIA CREWING AGREEMENT

Preamble

This is an agreement, made between the Sailing Yacht Libertalia, through its undersigned owner, or his representatives as appointed from time to time at the owner's discretion, hereinafter jointly referred to as "skipper", and the undersigned crew member, designed to anticipate problems that might occur while aboard, both at sea and at anchor, and thus avoiding them. I suggest you send a copy to someone you deem appropriate. It is always wise to keep someone at home informed of your plans.

Crewing on a ship works best when all are considered equals. You will be consulted, when appropriate, as part of the decision making process, but you must also be willing to share all work, difficulties, dangers, and costs agreed upon. As a crew member, you also agree that all final decisions rest with the skipper, and that the crew must obey all lawful orders. In completing this agreement, you take full responsibility for your decision to join the team, and agree that you are willing to accept everything that life and sailing on such a vessel involves. There have been no inducements or promises or considerations that are not fully described in this agreement.

Seaworthiness

I, the owner, hereby declare my belief that the ship is properly equipped and prepared for the planned voyage, and that I am fully competent to manage, alone or with crew.

Medical details

It is understood by both parties that voyaging offshore and in foreign countries on a sailing boat is a dangerous activity. You might break an arm or a leg, get appendicitis or a toothache, bleed to death after losing a finger while cutting onions, fall overboard, get hit in the head by a boom, smack your little toe against a deck fitting, get eaten by a shark, stung by a jellyfish, get malaria, cholera, dengue fever, leprosy, plague...In short, you may be seriously injured or even die.

You must agree to take full responsibility for any current or past medical conditions that may recur, or any medical or health problems that may occur during or as a result of your trip on board this boat. Make sure that you have ample medication for at least twice the length of your intended stay on board. You must inform the skipper of any potentially serious conditions that could affect safety at sea or that might be of importance for purposes of first aid. Provide details of any known allergies, conditions that might recur, current medications, bad hearing, diabetes on page 2.

You should also ensure that you have adequate medical insurance, including cover for emergency repatriation, for the region you are visiting.

Apart from being a real nuisance and spoiling your trip, seasickness in crew members gets on the nerves of those who are not affected. It can prove dangerous or even fatal in certain situations. Unless you know from experience that you aren't affected, you have to take proper measures against being seasick. Ask around for medications that work. It is your responsibility to be available when you are needed.

Passport, visas, repatriation

You must have a valid passport and procure all necessary visas. When you enter another country, you may need to present or obtain a visa and be able to prove that you can get yourself out of the country. Most of the time, this present agreement would be proof enough that you are crew on the boat, and will exit the country on board the vessel. Nonetheless, sometime proof might be asked that you can exit by other means to a country you have full right of entry. In all cases, in the view of the local authorities, the skipper will be responsible for you and all on board. You are responsible for this and you understand that you may have to furnish proof to the skipper that you have met this requirement. This might be in the form of a credit card, cash or a plane ticket. You also agree as part of this agreement that under no circumstances will you attempt to force the ship or the skipper to pay for any travel or repatriation expenses.

Trip interruption

You understand that should you leave the ship, for any reason, at a port other than which you agreed with the skipper, you will be responsible for all your own travels and related costs. You also agree that if you are asked to leave the ship for lack of competence, inappropriate behaviour, crew incompatibility, illness, or the inability to carry out required tasks, which in the skipper's opinion is endangering the safe and/or efficient operation of the ship, you will also be responsible for your own onward travel and repatriation expenses. However, in this event, the skipper agrees to take all reasonable measures to disembark you at a suitable port along the intended route from which you can arrange your travel home.

Crew information:

Full name:

Date of birth:

Passport #:

Nationality:

Issue date:

Expiry:

Home address:

Emergency contact details:

Known medical conditions:

Crew member's declaration

I have completed the above details fully and honestly. I have understood and accepted all information provided on the website www.svlibertalia.com, and the present document. I have volunteered any further information I am aware of that may affect the safe enjoyment of the planned trip by all aboard.

I do not have any illegal drugs or weapons in my possession, nor will I bring any on board the ship. I am fully aware of the extreme severity of the law regarding this subject in some of the countries visited, and can't hold the skipper of the ship responsible for my misbehaviour, aboard, or ashore. In the same respect, I will not carry any packages for any third parties without first requesting permission from the skipper.

If the ship or the skipper is held financially responsible for bailing me out of trouble ashore, I agree to immediately reimburse any cost incurred.

I understand and accept that sailing voyages are by their very nature uncertain, and I will not hold the skipper or the ship responsible for transportation to the original destination should the ship not reach it. I take full responsibility for the necessities and costs relative to my entry and exit of the countries visited by the ship.

I will make myself familiar with the location and operation of all safety equipment and fire extinguishers aboard the ship. I will seek to learn all aspects of seamanship by reading appropriate manuals and books aboard, and by asking for help from the skipper and other crew. The responsibility is fully mine to learn and to ask to be taught any skills I feel I am not mastering.

If there is anything happening aboard the boat about which I am uncomfortable, I will discuss with those concerned as soon as possible, understanding that resentment is much more serious aboard than ashore. I agree to share all work aboard, actively participate in all maintenance tasks as required, and obey all lawful orders given to me at all times.

I am aware that there are risks inherent in sailing that may cause substantial injury or death, and I fully assume them with no inducement.

I accept that my contribution to the running costs isn't the price of a charter, or a passenger fare or for the benefit of the skipper, but represent my fair share in the ongoing costs of the voyage. I confirm that I am a co-participant in a private leisure activity, not a passenger nor an employed sailor.

I agree to the publication of my likeness in the form of photographs or video footage for the purposes of the ship's website.

I, or my heirs, next of kin, legal representatives, successors and assigns, in consideration of my acceptance as a crew member aboard the ship, do hereby waive any and all claims which I may have against the Sailing Yacht Libertalia, registered in Belgium, or her owner, arising out of, or in any way connected with my participation as a member of the crew of the ship.

Crew member: _____

Owner/skipper: _____

Signature: _____

Signature: _____

Date: _____

Date: _____