



PURE MISH, LLC

Up North Sailing Adventures

puremish@gmail.com

Day Sail and Overnight Charter Agreement

Printed name _____ (the "Charterer") Group Name _____ Charter Date _____

Charterer understands that he/she has a responsibility to exercise all necessary care for his/her own safety and agrees to do so. Charterer understands that there are inherent risks involved with boating, including but not limited to equipment failure, perils of the sea, acts of fellow Charterers, captain or crew, entering and exiting the water, boarding and disembarking boats, boom swing, falling, tripping, fingers in winches, extreme heeling and bouncing in waves, among others. Charterer hereby assumes full liability for all risks, whether specifically listed herein or not and whether foreseeable or not. Further, Charterer agrees to release, hold harmless and indemnify Pure Mish LLC and affiliated personnel and its insurers from and against any and all claims of loss of, or damage to, property, or of personal injury, including death, or for any other claims of any nature, occurring during or after the charter period.

Charterer asserts that he/she is physically fit to participate in any activities entered into as part of this charter.

Charterer accepts the fact that the vessel and captain have limited medical capabilities and that due to the remote nature of sailing adventures, medical treatment may not be immediately available. Further, Charterer acknowledges that Pure Mish LLC and/or affiliated personnel have made no representation that they can or will perform safe rescues or perform first aid. Charterer hereby releases Pure Mish LLC and/or affiliated personnel from any and all liabilities relating to their attempts to administer help to Charterer.

Charterer acknowledges that Pure Mish LLC personnel have gone over with them the "Overnight Charter Checklist" and that Charterer signed it indicating understanding of the operation of the boat's facilities, and safety procedures. Further Charterer understands that the captain will be leaving the boat for the overnight period and that Charterer is responsible for his/her own actions and the security of the boat, during the overnight period. Charterer agrees to release, indemnify and hold harmless Pure Mish LLC and affiliated personnel from liability for damages or losses to personal property and/or for personal injury including death occurring during this time.

This boat is our baby and the general rule is, if you break it you pay for it. (Normal wear and tear excepted) A damage deposit of \$500 will be collected and held to cover any damages caused by Charterers. Said deposit, less amounts needed to repair damages caused by Charterer, will be returned to the Charterer upon checkout at the end of the charter.

General Safety Procedures

1. Charterers are warned to keep your heads down when in the cockpit to avoid being struck by the boom when it swings from side to side. There's a reason they call it a boom.
2. When trimming sails or tending lines, take extreme care to avoid getting fingers, hair or loose clothing caught in winches or dock lines. There is extreme tension on these lines and injury can result.
3. Swimming is at your own risk. Any Charterer choosing to go swimming accepts full responsibility and releases and holds harmless Pure Mish LLC and affiliated personnel from any and all claims. Swimming in marinas is prohibited, due to the possibility of electrical shock.
4. The cockpit is the safest place to ride and it is suggested that Charterers remain in the cockpit except in calm conditions.
5. Always keep one hand for gripping the boat. Safety must take priority over all other tasks.
6. Charterers over the age of 21 may bring and consume their own alcohol onboard, but moderation is required. Illegal drugs are never permitted.
7. Charterers are required to follow the directions of the captain at all times.
8. The captain may, at his sole discretion, alter the itinerary based on weather or other safety considerations.
9. The weather can change without notice, so it is important to bring a wide range of clothing, including foul weather gear.
10. Coast Guard approved life jackets, PFDs, are stored in the cockpit locker so marked. Wearing one is recommended.

I have read this agreement and am aware that it is a contract between Pure Mish LLC and the Charterer and a release of liability for any claims of any nature arising as a result of the charter. I sign it of my own free will and agree to be bound by it from the time of my signature forward. If any part of this agreement is found to be unenforceable by law, all other parts shall remain in effect.

Signature of Charterer or legal guardian thereof _____ Date _____

A copy of this form must be signed by each person that will be onboard the vessel at any time during the charter.



PURE MISH, LLC

Up North Sailing Adventures

puremish@gmail.com

Overnight Charter Checklist- discussed during a vessel walk-through

Printed Name _____ Group Name _____ Charter Date _____

1. Many boating related injuries are slip and fall type injuries that occur at or near the dock. Use extreme caution boarding and de-boarding the vessel and while walking around on the boat. The boat may move at any time, so it is best to hang on to a stable part of the boat at all times.
2. There shall be no horseplay on the boat or in the dock area.
3. Excessive alcohol use around boats is dangerous and should be avoided.
4. Charterers shall not to run the engine
5. Charterers shall not untie dock lines or move the boat. If lines come loose, please get help from marina attendants or call Captain Dan at one of the numbers below.
6. While there is a head and shower onboard, it is preferred that guests use onshore facilities whenever possible.
7. Please follow the instructions posted on the head, including using as little tissue as is possible to prevent clogging.
8. There is a microwave, coffee maker and range with oven in the galley, all of which operate much like yours at home.
9. While using the range, avoiding a fire is of extreme importance. Keep all flammable materials away from the cooktop while in use. Make sure no unburned propane leaks into the cabin. Be sure propane is turned off at the tank after use. Keep a hatch open while cooking.
10. The propane tank is stored in the locker in the aft-most portion of port side of the cockpit. Turning the handle clockwise turns it off. This valve should be left closed when propane is not in use.
11. In the event of a fire, turn the gas of immediately both at the range and at the tank. Get everyone off the boat except one person, if safe, who should use the fire extinguisher, aiming the stream at the base of the flames. You may only have a very short time to put the fire out. Make sure you know where the fire extinguishers are and how to use them.
12. There is a carbon monoxide (CO) detector onboard. If it sounds leave the boat immediately and call Captain Dan. CO is produced by gasoline generators and engines on other boats, is odorless and can be deadly.
13. In the event that the boat must be evacuated for any reason, make sure your group has a predetermined meeting place on shore and that everyone goes to that place, so that everyone can be accounted for.
14. The electric panel is found on the starboard side of the vessel at mid-ship. Switches are marked, but in most cases they should be in the appropriate positions and should not have to be changed.
15. Electric lights have switches on the individual lamp and should not be turned on and off at the electrical panel.
16. Dinghy use is at your own risk. If dinghy is used, slow, no-wake speeds only are permitted. Respect for other boaters requires no motor use in and around other boats. The dinghy may not be used after dusk.
17. Marinas can be fun and social, but are also meant to be quiet and peaceful. While onboard the vessel, on the dock, or anywhere in the marina, please respect other boaters and keep noise to a minimum.

18. Emergency phone numbers. For an immediate emergency call 911. For other situations please call Captain on the land line 231-582-2331, or mobile 517-294-6050.

Charterer signature _____ Date _____

A copy of this form must be signed by each person that will be onboard the vessel at any time during the charter.