



**ILIAD CHARTERS, INC.
TOUR AGREEMENT**

Thank you for choosing Iliad Charters, Inc. (“Iliad”) for your sailing adventure. Iliad offers exceptional international adventure sailing tours in the Pacific Northwest, Greece, and Turkey, and we are pleased to have you aboard for this Tour as our Customer.

This Tour Agreement sets forth several requirements for your adventure and limits the potential liability of Iliad in several respects related to your adventure. By your signature at the end of this document, you are certifying 1) that you fully understand its contents; 2) that you agree to abide by the requirements it contains; and 3) that you understand and will honor the limitations of liability it establishes.

1. In light of the adventurous nature of this sailing holiday, you are solely responsible for your conduct and actions both on board ship and ashore. In addition, you are responsible for the conduct and actions of any minors and/or other guests who accompany you on the Tour.
2. Participation in the activities of Iliad while on this Tour involves a risk of injury to you or those who accompany you, whether you or someone else causes it. Specific risks vary from one activity to another; these risks can range from minor injuries to major injuries, such as catastrophic injuries that might result in death. In consideration of your participation in the activities offered by Iliad, you understand and voluntarily accept these risks.
3. By signing this Tour Agreement, you agree to release and hold Iliad harmless, along with its officers, directors, Captains, crew, employees, agents, independent contractors, and any other persons officially related to the sailing yacht charter organized or sanctioned by Iliad (collectively the “Iliad Group”), from any injury sustained by you or by others accompanying you in your party, including, without limitation, personal, bodily, or mental injury, economic loss, or any damage to you, your spouse, guest(s), unborn child, or relatives resulting from negligence of Iliad or anyone acting on behalf of Iliad.
4. You are a member of the crew and are expected to participate in the sailing, docking, and maintenance of a clean ship while on a cabin charter or on flotilla.
5. You are required and agree to abide at all times to the authority of the Iliad Captain, and not to undermine the authority of the Captain or create any condition that might be considered by the Captain as mutinous. For safety reasons, the word of the Captain is the law aboard ship and within the flotilla. The decisions of the Captain who is leading and/or operating the Tour for Iliad will be final, especially on matters related to your safety and well-being as well as the safety and well-being of other customers on the Tour.



6. While on the Tour, you shall behave and conduct yourself in a manner that does not disrupt the peaceable enjoyment of the Tour or cause danger, distress, or annoyance to the Captain, crew, or other guests (*e.g.*, excessive alcohol consumption, argumentative or abusive behavior, or political, sexual, religious, or racial slurs, etc.). If, in the opinion of the Iliad Captain, and at the Captain's sole discretion, your behavior does not meet these standards, Iliad reserves the right to terminate your Tour and you will not be entitled to any refund or contribution to costs incurred resulting from the termination of the Tour.
7. You must at all times strictly comply with the local laws, customs, and regulations of the country being visited, including but not limited to laws with respect to fishing and disposition of objects of an archaeological nature or value. If you violate any applicable laws or regulations during the Tour, Iliad reserves the right to terminate your Tour, in which event you will not be entitled to any refund or contribution to costs incurred resulting from the termination of the Tour.
8. You are responsible to provide your own insurance for this Tour, as you may deem proper, to cover, for example, your property, your medical expenses, and/or loss in the event of travel interruption or cancellation.
9. Iliad Group shall not be held responsible for unanticipated mechanical breakdowns, group dynamics problems, physical or emotional ailments and/or stresses due to seasickness, heat or sun rashes, sunstroke, or lack of sleep.
10. You are prohibited from using or consuming illegal or illicit drugs while on the Tour. The consumption of alcohol or drugs may increase the risk of injury around water and boats, and you and others accompanying you agree to accept that risk. You agree to hold Iliad Group harmless from any and all claims or liability for property damage, personal injury, or death sustained by you or by others accompanying you in your party arising from or related to, directly or indirectly, the use or consumption of alcohol or illegal or illicit drugs, even if the property damage, personal injury, or death is caused in whole or in part by the negligence of Iliad. This shall not affect Iliad's accountability for negligence in the event of property damage, personal injury, or death that does not arise from or relate to, directly or indirectly, the use or consumption of alcohol or illegal or illicit drugs.
11. Iliad is not responsible for and does not provide medical treatment onboard. Medical diagnosis and treatment while on the Tour can be available from smaller clinics. Additional services such as those provided by a full-service hospital (*e.g.*, surgical or imaging services) may only be available upon suitable transfer to a larger medical facility.
12. As applicable, Iliad reserves the right to embark a professional Captain, or one or more professional crew members, aboard your vessel, at your expense, and at the sole discretion of Iliad's Captain, if Iliad's Captain determines that you lack sufficient skill and/or experience to permit your vessel to travel safely with the rest of the flotilla.



13. Many islands visited on the Tour are connected to one another directly or indirectly by ferry. Iliad shall not be held responsible for ferry fees or related expenses if you or anyone in your party chooses to leave the Tour prematurely for whatever reason and/or to avoid a crossing by yacht by taking a ferry to the next island.
14. Iliad will make every effort to fulfill the complete planned itinerary. However, Iliad reserves the right to alter the itinerary in the event of bad weather, heavy winds, unforeseen mechanical challenges or the like. Iliad's Captain will consider these factors when making decisions as to departure time and route. Flotillas and cabin charters will be permitted to sail in 6 Beaufort wind and sea conditions, but Iliad reserves the right to alter the itinerary in the event of higher wind warnings.
15. In the event of any dispute arising between the parties hereto with respect to the Tour or this Tour Agreement, and it becomes necessary for one party to commence an action against the other party for failure to abide by any of the terms of this Tour Agreement, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorneys' fees, associated with the action. Such relief is in addition to any other relief that may be awarded to the prevailing party.
16. This Tour Agreement shall be governed and construed in accordance with the laws of the State of Oregon, and venue for any legal action shall be in Benton County, Oregon.
17. By completing your name, date, and signature below, you acknowledge and agree that you are familiar with the activities of Iliad, that you have read the foregoing terms of this Tour Agreement, and that you agree to all the terms in this Tour Agreement. Completion of your name online in the signature box will act as your electronic signature and agreement to the terms in this Tour Agreement. If a Customer is under 18 years of age at the time of travel, this Agreement must be signed by an accompanying parent, guardian, or person legally responsible for the minor Customer.
18. You acknowledge that you have received a copy this Tour Agreement.

Departure Date: _____

<u>Customer</u>		
Customer Signature	Date	Customer Name (printed) (name in full serves as acceptance online)
Passport #	_____	
Nationality	_____	
Expiry date	_____	



Guardian (if applicable)

Guardian Signature
(if Customer is under 18 years old
online)

Date

Guardian Name (printed)
(name in full serves as acceptance
online)

(Please complete next page)



Departure Date: _____

Customer Name (printed) _____

Emergency Contact

Name (print) _____

Telephone _____

Email _____

Medical Information

Please describe in detail any medical conditions, medication, or food allergies that you think we should be aware of in case of emergency.

PO Box 525
Corvallis, OR 97339
Tel: +1.503.805.3856


