



SAILING CELEBRATE

SAILING CHARTER SERVICES

LIABILITY WAIVER

Captain-Only Services – Great Lakes Waters

Charter Company: Sailing Celebrate LLC

Guest Name: _____


Charter Date: _____

Vessel Name: Celebrate

Departure Marina: Petoskey Harbor Springs Bay Harbor

1. **ASSUMPTION OF RISK:** I understand that boating on the Great Lakes and Michigan inland waters involves inherent risks, including but not limited to rapidly changing weather, vessel motion, large body of water immersion, equipment malfunction, and injuries caused by the activities associated with boating including lines/ropes, winches, sails, rigging, electrical or other hardware. I voluntarily participate with full knowledge of these risks.
2. **CAPTAIN-ONLY OPERATION:** I understand that this is a captain-only managed charter and that I am NOT permitted to operate the helm, sails, engine, or navigation equipment. However, I may voluntarily assist with the operation of these devices and other sailing activities only under direct permission and instruction by the Captain.
3. **CONTROLLED SUBSTANCES:** I agree and understand that: Alcohol is permitted only in moderation and in accordance with Federal and State Laws; smoking or vaping of any substance is NOT allowed; marijuana (medical or recreational) in ANY form is NOT allowed; possession or use of any psychoactive or psychotropic substances onboard is NOT allowed. Unsafe or intoxicated behavior or suspicion of intoxication may result in termination of the Charter without refund.
4. **ADHERENCE TO ALL POLICIES AND RULES:** I acknowledge that I have read and understand this Liability Waiver, Rules of Conduct, Use of Equipment and Facilities, Privacy Policy and Implied Consent, Terms & Conditions, and Cancellation Policy. Furthermore, I agree to abide by these policies and rules along with any additional orders or instructions provided by the Captain and/or Crew.
5. **RELEASE, INDEMNIFICATION & HOLD HARMLESS :** To the fullest extent permitted by Michigan law, I release, indemnify, and hold harmless the Company, its owners, captain(s), crew member(s), employees, contractors, and/or agents from any and all claims, demands, actions, damages, losses, liabilities, or expenses arising from participation in the Charter, use of the Vessel, weather conditions, navigational decisions, or actions of other guests. This release applies even if claims arise from negligence (excluding gross negligence or willful misconduct).
6. **LIMITED LIABILITY:** I understand that the total liability of the Company shall not exceed the amount paid for the Charter. I further understand that the Company is not responsible for lost or damaged personal property.
7. **GOVERNING LAW & VENUE:** This waiver is governed by the laws of the **State of Michigan**. Venue for any dispute shall be: **Emmet County, Michigan**.
8. **ACKNOWLEDGEMENT:** I acknowledge that I have read this waiver in full, understand its terms, and state my agreement to comply by signing voluntarily.

Guest Signature: _____

Company Representative:  _____

Printed Name: _____

Printed Name: Charles B. Schloff, Captain

Date: _____

Date: _____