

Yacht Freya Crew Agreement

The following is a copy of the **Yacht Freya Crew Agreement Form** which all persons are required to sign before boarding, please read carefully.

Crew Agreement

General aspect

This document is designed to clarify roles and responsibilities, obligations of captain and crew, and insure a clear understanding of financial and practical matters for sailing expeditions on **Freya**. This crew agreement is an aid to communication and will prove a reference should conditions require modifications to the passage plan or other unforeseen events.

This is an agreement, made between the **Sailing Yacht Freya**, British Registered on Small Ships Register, Registration No. SSR138333, through its owner Malcolm John Sanford, British passport # 99182151, and the crew member:

Name: _____

Passport # _____

This document is designed to anticipate problems that might occur while aboard, both at sea and at anchor, and thus avoid 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 (with the captain being a little more equal than the others). 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 captain, and respect that the captain's word is final. In completing this agreement, you take full responsibility for your decision to join the team.

Seaworthiness

All the electronic aids, rig, equipment and propulsion systems of **Freya** are in good order. In addition **Freya** has adequate safety equipment for her size.

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. The captain is more than willing to discuss any concerns or issues.

Medical details

It is a fact that voyaging offshore and in foreign countries on a sailing boat is a dangerous activity. It can happen that you 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... So even if sailing on **Freya** is after all no more dangerous than living in a major city and driving to work daily, I am taking some precautions. The ship has a well equipped medical first aid bag. Any knowledge necessary is provided by first aid manuals present on board. The ship is equipped with radio equipment, in order to get in contact with medical help and get assistance or advice when we are within range.

However, 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 onboard 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 captain of any potentially serious conditions that could affect safety at sea. Please give details below of any known allergies, conditions that might recur, current medications, poor hearing, etc:

Medical insurance may save your life. List details of your medical insurance and all contact details for next of kin:

Seasickness

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. Crew members should be available for duty excepting extreme medical conditions.

Smoking & Social Drinking

Smoking

For safety and health reasons, smoking is not allowed anywhere aboard. If evidence of smoking onboard (and that includes the bathing platform and the dinghy) is discovered, the offending crew member will be required to leave the boat immediately.

Social Drinking

Social drinking of alcohol whilst the boat is in harbour or at anchor is allowed aboard – but in moderation. Every individual has a different tolerance to alcohol so it is difficult to set any limits. However, if as a result of excessive consumption, the captain decides that a crew member has become a danger to himself, a danger to the safety of the boat and its crew or just a general nuisance that is upsetting the positive group dynamics of the boat and its crew then the following will take place when the crew member has sufficiently recovered:

- i) A low key, friendly, private discussion between the crew member and the captain aimed at preventing a re-occurrence.
- ii) If a second “incident” occurs then the offending crew member will be required to leave the boat immediately.

Passport, Visas, Repatriation

You need to have a valid passport and all necessary visas. When you enter another country, you may need to have a visa and be able to prove that you can get yourself out of the country. Most of the time, this crew agreement would be proof enough that you are crew on the boat, and will exit the country by this means. Nonetheless, sometimes 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 captain will be responsible for you and all on board. You should either have a credit card, cash or a plane ticket. You are responsible for this and you understand that you may have to furnish proof to the captain that you have met this requirement. You also agree as part of this agreement that under no circumstances will you attempt to force the ship or the captain to pay for any travel or repatriation expenses.

Trip interruption

You understand that should you leave the ship, for any reason (including the weather) at a port other than which you agreed with the captain, you will be responsible for all your own travel and related costs. You also agree that if you are asked to leave the ship for incompetence, inappropriate behaviour, crew incompatibility, illness, or the inability to carry out required tasks, which in the captain's agreement is endangering the safe and/or efficient operation of the ship, you will also be responsible for your own onward travels and repatriation expenses. However, in this event, the captain 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.

If you book onward travel from the planned destination, and due to any reason **Freya** is delayed or diverted, the costs of changing your travel plans is your own.

Costs

Your contribution to the shared running costs of **Freya** will be as agreed in your reservation email.

Payments in Euros, USD or GBP (currency will be decided by the captain when you reserve your berth) must be made in advance of any passage, so please settle the balance of your contribution first thing upon boarding; it's polite not having me ask for it.

You accept that your contribution isn't the price of a charter, or a passenger fare or for the benefit of the captain, but represents your own share of the running costs and is non-refundable. You also accept that, whilst training aboard will be given as requested or required, **Freya** is a cruising yacht and not a "Sail Training Vessel"

Crew information:

Full name: _____

Date of birth: _____ Passport #: _____

Date of Issue: _____ Date of expiration: _____

Email: _____

Address and phone
number: _____

Alternative contact
address: _____

Crew member's declaration:

I have completed the above details fully and honestly. I have understood and accepted all information provided. 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 most countries and the dire consequences which are likely to affect ALL on board should I risk activity in this respect. I can't hold the captain 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 captain.

If the ship or the captain is held financially responsible for bailing me out of trouble ashore and he can afford to do so 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 captain or the ship responsible for transportation to the original destination should the passage plan change.

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 am aware that some rudimentary Scuba and Snorkel equipment is available for use on the boat on a first come, first served basis. I am aware that The Captain does **not** regularly maintain this equipment so accept that it will be my responsibility to check and confirm its serviceability and fit for purpose before entering the water.

I understand and accept that if I swim off the boat at any time or for any reason it is my full and complete responsibility to ensure that no adverse currents are in play and that the swim is within my physical capabilities. I accept that a failure on my part to accurately assess the situation and my own capabilities could result in injury or loss of life both to me and any potential rescuer.

I understand and accept that when I travel in the dinghy it is the Captains recommendation that a life jacket should be worn at all times. It is also my responsibility to ensure that I am confident with the capabilities and experience of the designated dinghy driver before entering the dinghy. This is of particular importance when alcohol has been consumed in any quantity ashore. I understand and accept that upon deciding to enter the dinghy I completely absolve the designated dinghy driver from any claims that may arise as a result of an injury, accident or mishap during the transit and docking. I also understand and accept that if I am the designated dinghy driver I should assess the capabilities of my fellow crew members before allowing them to enter the dinghy - this is of particular importance with adverse sea conditions and when alcohol has been consumed in any quantity ashore.

I understand and accept that it is the Captains recommendation that a life jacket and harness is worn at all times when on deck or in the cockpit when underway. This recommendation becomes mandatory between the hours of sunset and sunrise. If I decide not to follow the

Captain’s recommendation during daylight hours then I accept full responsibility for my actions and any mishaps or accidents that may befall as a result.

I will seek to learn all aspects of seamanship by reading appropriate manuals and books aboard, and by asking for help from the captain and other crew (should the captain deem them to have adequate knowledge to provide thus). 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 positive group dynamics are more important aboard than ashore. All discussions should be open to the group and carried out with respect and diplomacy. The captain will make himself available in the case of confidential concerns.

I agree to share all work aboard, and obey all lawful orders given to me at all time.

I agree not to smoke aboard and accept the captain’s policy with regard to social consumption of alcohol

I agree to pay the shared contribution costs.

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, 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 Freya, British Registered on Small Ships Register, Registration No.138333, her owner Malcolm John Sanford, British passport # 99182151, arising out of or in any way connected with my participation as a member of the crew of the ship.**

I confirm than I am a co-participant in a private leisure activity, not a passenger or in employment

Crew member: -----

Owner/captain: Malcolm John Sanford

Signature: -----

Signature: -----

Date: -----

Date: -----