

Terms and Conditions

The payment of any deposit shall constitute consent to all the provisions contained herein.

Definitions

“Catamaran Guru Sailing Academy”, “Catamaran Guru” “School”, “we”, “our”, “ourselves” and “us” means Catamaran Guru Sailing Academy.

“Student”, “you”, “your” and “yourself” means the person or persons who have registered to take a course with Catamaran Guru Sailing Academy.

Deposit and Payment

A deposit of 50% of the course fee is required to secure the booking of a sailing course. The balance is due 30 days prior to the course start date. Reservations made within 60 days of the course date require full payment. Payment is accepted by VISA, MasterCard, American Express, cashier’s check, money order, wire transfer or any other mutually agreed upon form of payment.

For Offshore Passagemaking courses final payment is due 90 days prior to the course start date.

Cancellation by Student

If you cancel a reservation you have made with us, the deposit and course fee are non-refundable and cannot be applied to another course or date, except: If cancellation occurs at least 60 days prior to the scheduled departure date (90 days for Offshore Passagemaking courses) a cancellation fee of 10% of the full course fee will be charged and the balance of your deposit refunded. Private Schools are also subject to a cancellation fee of 10% of the full course price.

Cancellation by Catamaran Guru

Catamaran Guru Sailing Academy may cancel any course at any time before departure for any reason, including sickness, accidents, travel delays, strikes, mechanical breakdown, war or civil disturbance, or insufficient participants to operate the program. Catamaran Guru Sailing Academy will make every effort to follow the published itinerary, but variances may occur due to factors beyond our control. If a course is cancelled, Catamaran Guru Sailing Academy will make every effort to find a suitable replacement, but our liability is limited to a refund of payment rendered.

Hurricane and Tropical Storm Policy

If, at any time during your course or at a time that may affect your course, a tropical storm watch, warning or hurricane watch or warning is issued for the area you will be sailing, we may cancel the course. If a course is cancelled due to weather no cash refunds will be issued,

but you will be given a rain check to take the course at a later date. If you will not be able to reschedule we recommend travel insurance that will provide a refund.

Travel Insurance

If you cancel a course within 60 days of the departure date no refunds will be issued. For this reason, the purchase of travel insurance, which covers cancellation due to medical reasons, default and/or airline strike, weather, etc. (please see policy for details), is strongly recommended. If you choose to not purchase travel insurance, you are assuming any financial loss associated with your travel arrangements.

Refunds and Adjustments

Should you need to leave the course before it is complete, due to sickness, family emergency or any other reason, no refunds or adjustments can be made for any unused portion of the course.

Should the sailing vessel be lost, stranded, or disabled by act of God, fire, perils of the sea, or by other accident rendering her unfit for use, and not brought about by act or fault of the student, the school shall cease from the time thereof and neither you or Catamaran Guru shall be liable for the loss, damage, expense, or inconvenience therefrom.

Alcohol Consumption Onboard

Catamaran Guru Sailing Academy vessels are run as 'dry ships' when underway and possibly at anchorages if there is a possibility of having to 'up anchor' and move off. This is at the Captain's discretion. In port, when moored or at anchor, reasonable amounts of alcohol may be consumed, but excessive alcohol consumption that leads to situations putting people at risk, or where the harmony of life on board is disturbed to an extent that other guests are made uncomfortable, will not be tolerated. If this situation arises, the Captain reserves the right to return to port and to disembark any student at an intermediary port, or disembark the entire group in a group if necessary. Catamaran Guru Sailing Academy will not reimburse, or in any way be held responsible for any costs incurred for travel or any other expenses.

Illegal Acts and Drug Usage

No illegal drugs, substances, objects or contraband may be brought onboard the yacht. Any person found in the possession of or under the influence of any illegal substance will be removed from the course and vessel immediately regardless of location, and Catamaran Guru Sailing Academy will not reimburse, or in any way be held responsible for any costs incurred for travel or any other expenses. In addition, you shall indemnify Catamaran Guru and the Captain against all legal action, impoundment and loss incurred as a result.

Conduct Aboard School Vessels

If, in our opinion, you conduct yourself so as to endanger the vessel or any person or property on board, or behave in a disorderly manner or in a manner to which other students may

reasonably object, we reserve the right to take such measures to prevent continuation of such conduct, including your removal from the vessel. In such an instance, no refunds will be issued and Catamaran Guru Sailing Academy will not reimburse, or in any way be held responsible for any costs incurred for travel or any other expenses. You agree to abide by the orders of the Captain/Instructor in command of the school vessel at all times.

Smoking

We prefer that there be no smoking aboard at any time. If you must smoke please use the leeward deck and stay downwind from other students. No smoking is allowed below decks at any time.

Student Responsibilities

All students will be expected to participate in cooking, cleaning the vessel and routine maintenance as required by the Instructor. At the end of the course, the students are expected to clean the vessel to an as found condition.

Student Liability

You agree to be responsible for, and to replace and make good, any injury to the yacht, her furnishings and equipment caused by you, or any of your party, less any wear and tear. Limits of your liability for any injury to the yacht and the equipment is the deductible amount on the insurance hull coverage carried on the vessel, per incident.

Certification of Health

You certify that you do not have any condition or disability that would create a hazard or hardship for yourself or other persons participating in the program. You understand that health care standards, facilities and services at sea or ashore may be inadequate for treatment of some health conditions. Catamaran Guru Sailing Academy makes no representations or warranties and disclaims any made regarding special accommodations or handicap accessibility on any program. Catamaran Guru Sailing Academy reserves the right to decline accepting or retaining any student whose health or actions in Catamaran Guru Sailing Academy's sole judgment impede the operation of a trip or the welfare or enjoyment of fellow students.

Age Limits

We cannot accept students under the age of 18 unless accompanied by a parent/guardian. There is no upper age limit, but it will be the student's responsibility to satisfy themselves that they are fit and able to join their chosen course.

Travel Documents

It is the responsibility of each participant to obtain and carry a valid passport, visa(s), and any other documents required by applicable government regulations. Non-US residents may require special travel documents. Check with your local embassy or consulate.

Photo Release

You understand that Catamaran Guru Sailing Academy reserves the right to take photographic or film records of any of its programs, and hereby agree that we may use any such photographic or film records for promotional and/or commercial purposes without any remuneration to you. You agree to assign all right, title and interest you may have in or to any media in which your name or likeness might be used to Catamaran Guru Sailing Academy.

Own Boat Instruction

In addition to the above conditions, if instruction is to take place on your yacht, you will be required to:

- Ensure that the yacht is equipped to minimum USCG and ASA requirements and is maintained in proper and seamanlike condition for the intended sailing area;
- Ensure that the yacht is fully insured for the duration of the instruction;
- Provide all traveling and out of pocket expenses for the instructor to and from the student's vessel from Fort Lauderdale or the instructor's home;
- Retain responsibility for the safety of the yacht throughout. The instructor is at no time in charge of the vessel. The owner will remain master of the vessel and accept all responsibility for the vessel. Catamaran Guru Sailing Academy is not responsible nor liable for any damage while our instructor is on board.

We will make every effort to ensure that courses take place as planned. However, if in the instructor's opinion weather conditions, safety, mechanical breakdowns, or any other consideration renders it imprudent to continue, then the instructor's decision to delay or end the voyage is final. Catamaran Guru Sailing Academy will not be liable for the consequence of delay or cancellation in such circumstances.

Notify your insurance company that our instructor will be aboard and will be your employee for the duration agreed and ensure that the boat's insurance provides proper and full coverage for the situation and for the area in which the boat is expected to sail.