

FIJI PIRATES

Whale's Tale · Port Denarau Marina, Fiji

TERMS AND CONDITIONS OF CARRIAGE AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Ocean Leisure Services Pte Limited, trading as Fiji Pirates and operating the vessel *Whale's Tale*, is referred to as “FP” in this Agreement. “**Activities**” means boarding, travelling aboard and disembarking any vessel owned, operated, leased or chartered by FP, together with all swimming, snorkelling, jumping or entering the water from the vessel, deck games, treasure hunts and other entertainment, use of the bar and galley, and any hotel or marina transfers provided by or arranged through FP.

This Agreement must be completed and accepted by every passenger, and by a parent or legal guardian on behalf of every passenger under 18 years of age, before boarding any FP vessel or taking part in any Activity.

I understand that the purpose of this document is to release and hold harmless FP, its owners, directors, shareholders, employees, crew, contractors, sales agents and all other associated personnel, together with its vessels, tenders and equipment (whether owned, operated, leased or chartered), collectively the “Released Parties”, from any and all liability for injury, illness, loss, damage or death arising from the Activities or from any act or omission of the Released Parties, including but not limited to negligence of any kind.

A. Express assumption of all inherent risks

I UNDERSTAND THAT THERE ARE INHERENT RISKS IN ALL WATER-BASED ACTIVITIES, INCLUDING BUT NOT LIMITED TO BOARDING AND DISEMBARKING A VESSEL, TRAVELLING AT SEA, SWIMMING, SNORKELLING AND ENTERING THE WATER FROM THE VESSEL.

These risks include, without limitation: perils of the sea and changing weather; the movement of the vessel; wet, uneven or moving decks, ladders, gangways, jetties and platforms; equipment failure; harm caused by marine creatures, including bites and stings; sunburn and heat exposure; the acts of fellow passengers; and the consumption of alcohol. I HEREBY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY INJURY, DAMAGE, LIABILITY, LOSS OR EXPENSE I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

I understand that I have a duty to exercise reasonable care for my own safety and for the safety of any minors in my care, and I agree to do so. I will follow the instructions of the Captain and crew at all times, remain within any areas of the vessel or water designated for passengers, and use the safety equipment provided.

I confirm that I am physically fit to take part in the Activities and that it is my sole responsibility to determine whether I am sufficiently fit and healthy to do so. I will inform the crew before boarding of any medical condition, pregnancy, injury or limitation that may affect my safety. I will not hold the Released Parties responsible if I am injured or die as a result of any problem —

medical, accidental or otherwise — which occurs while I am participating in the Activities or otherwise aboard an FP vessel.

Swimming and snorkelling

Swimming and snorkelling are optional and take place only when the Captain judges conditions suitable. I confirm that I am a competent swimmer, that I will not enter the water under the influence of alcohol, and that I will enter and leave the water only where and when directed by the crew. Children in the water must be actively supervised by their own parent or guardian at all times; the crew do not act as lifeguards.

Alcohol

FP practises responsible service of alcohol under Fijian law. Alcohol is served only to passengers aged 18 and over, and the crew may refuse service to any person at their discretion. I accept that intoxication increases the risk of injury aboard a vessel and that I am responsible for my own conduct and consumption.

B. Medical issues

I fully understand that FP vessels carry only basic first-aid equipment and that, in the event of illness or injury, appropriate medical care must be summoned by radio or telephone and treatment may be delayed until I can be transported to a suitable medical facility. I agree in advance to these conditions.

FP and its crew have made no representation, express or implied, that they can or will perform a safe rescue or render first aid. If I show signs of distress or call for assistance, I request that assistance and will not hold the Released Parties, their crew, vessels or other passengers responsible for their actions in attempting a rescue or providing first aid. I agree to bear the cost of any medical treatment, evacuation or transport required as a result of my participation.

C. Waiver and release of liability

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ANY PERSON OR ENTITY RELATED TO THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, AND TO RELEASE AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE. I ASSUME ALL RISK IN CONNECTION WITH THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE VESSEL AND EQUIPMENT AND THE ORGANISATION OF THE ACTIVITIES.

Schedule and the Captain's authority

I accept that FP operates published sailing schedules and that the Captain has absolute authority over the vessel, its route, its timetable and the conduct of everyone aboard. The Captain may alter, shorten, delay or cancel a sailing, or decline to permit swimming or snorkelling, for reasons of weather, sea state, safety, mechanical condition or passenger behaviour, and I will abide by the Captain's instructions at all times. FP will not return the vessel to port outside its schedule other than for a medical emergency, extreme weather, a tsunami warning or other act of God, and I accept that no exceptions will be made.

I will not hold the Released Parties liable for any delay, loss of time or loss of services caused by mechanical breakdown, adverse weather, sea conditions, port or marina restrictions or acts of God, whether at the departure point, on the water or on return.

Conduct

FP may refuse boarding to, or remove from the vessel at the next safe opportunity, any person who is intoxicated, abusive, endangers themselves or others, or fails to follow crew instructions. No refund will be given in these circumstances, and I will be liable for any damage I cause to the vessel, its fittings or equipment.

Personal property

I am responsible for my own belongings at all times. The Released Parties accept no liability for loss of or damage to personal property, including from water, sun or theft, while aboard, on the jetty or in transit.

Photography and filming

The crew may photograph and film aboard for FP's marketing and social media. I consent to FP's use of images or footage in which I or minors in my care appear, without payment, unless I notify the crew before departure that I do not wish to be photographed. Passengers may take photographs for personal use only.

D. Bookings, payment, changes and refunds

- Fares are quoted in Fijian dollars and include the meal, the first hour of complimentary drinks and Denarau hotel transfers as described at the time of booking. Fares and inclusions may change without notice; the fare confirmed at booking is honoured.
- Age limits apply for safety: Day Cruise passengers must be aged 6 and over and every child must be accompanied by a responsible adult; Sunset Cruise passengers must be aged 10 and over. FP may request proof of age.
- FP serves a single galley menu and cannot cater for specific dietary requirements or allergies on board. Passengers with dietary needs are welcome to bring their own food and do so entirely at their own risk.
- Weather cancellations by FP: passengers may transfer to another date free of charge or receive a full refund of the fare paid to FP. No other compensation (including for travel, accommodation or consequential loss) is payable.
- Passenger cancellations: for a full refund, cancel at least 24 hours before the scheduled departure time (Fiji local time). Bookings cancelled less than 24 hours before departure are non-refundable. Changes of date or sailing requested less than 24 hours before departure cannot be accepted.
- Unexpected injury or illness: where a valid medical certificate is presented, FP will refund 50% of the fare for a booking cancelled inside 24 hours.
- No-shows and late arrivals are charged in full and no refund is issued. Travel insurance is recommended.
- Hotel transfers are provided as a courtesy. Passengers must be at the nominated pickup point at the confirmed time; FP is not obliged to wait for late passengers, and missing the pickup or the departure is treated as a no-show.

- Bookings made through a travel agent, hotel or other third party are subject to that party's terms as well as these, and any refund due is returned to the party that made the payment.
- FP does not take card payments by telephone. Payment is made online at the time of booking or on board by card.

E. Unconditional release from liability

I have carefully read this Agreement in its entirety, fully understand its contents, and agree to its terms and conditions on behalf of myself, my heirs, executors and personal representatives. This document is the final and entire agreement between the Released Parties and me. There are NO WARRANTIES, express or implied, which extend beyond the description of the Activities. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. I am aware that it is a release of liability and a contract between myself and the Released Parties. I enter into it of my own free will and agree to be bound by it from today and forever into the future.

If any provision of this Agreement is found to be unenforceable, the remaining provisions continue in full force. Nothing in this Agreement excludes any right or guarantee that cannot lawfully be excluded under the laws of Fiji.

This Agreement is governed by the laws of the Republic of Fiji, and any dispute is subject to the exclusive jurisdiction of the courts of Fiji.

Parental consent

(Required if any participant is under 18 years of age.)

As the parent or legal guardian of the minor participant(s) named below, I consent to and agree to his or her release, as set out above, of all Released Parties, on behalf of myself, my child, our heirs, assigns and next of kin. I release, and agree to indemnify and hold harmless, the Released Parties from all liability arising from my child's involvement or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW. I confirm that I will actively supervise my child at all times, including in the water.

Acceptance

By ticking the acceptance box at the time of booking, signing below, or boarding an FP vessel, I confirm that I have read, understood and agree to this Agreement.

Participant full name

SignatureDate

Sailing date and cruiseHotel / pickup point

Name(s) and age(s) of minor(s) in my care

Parent / guardian full name and signature