

---

## **DRY TORTUGAS NATIONAL PARK AMENDMENT**

This Amends the Bareboat Charter Agreement dated \_\_\_\_\_ between the Owner of the boat and Sail Away LLC in partnership with Sail Away Key West (collectively referred to as “Owner”) and the Charter Client (referred to as “Charterer”) for the Vessel \_\_\_\_\_ (referred to as “Yacht”).

1. Paragraph 19 of the Bareboat Charter Agreement is amended as follows:

The Charterer will restrict the cruising area to within 20NM of the Florida Keys. Western limit is the Marquesas. Charterer is permitted to sail Yacht to the Dry Tortugas National Park (“Park”) with the following conditions:

- a) Any voyage is dependent on the weather conditions at the Park during the entire charter period. Should the weather at the time of the start of the charter, upon sole discretion of the Owner and/or Sail Away, be considered dangerous for the operation of the Yacht, then the Yacht shall not be allowed to sail to the Park during the term of the Charter. Dangerous weather condition is any condition that the Owner or Sail Away, at sole discretion, determine puts the Yacht in any danger whatsoever.
- b) Charterer additionally agrees:
  - i) To provide proof of an active BoatUS and/or SeaTow account (collectively referred to as “Tow Service Provider) and written confirmation from the operator that they will be able to assist the Yacht in the Park. Charterer to pay any and all expenses charged by the Tow Service Provider for any reason.
  - ii) To provide a functioning satellite device (e.g. phone, router, etc.) with confirmed service in the Park. The phone numbers of Sail Away and a Tow Service Provider saved on the device.
  - iii) To communicate regularly with Sail Away during the voyage, and report any and all issues immediately as they arise.

2. Paragraph 9 of the Bareboat Charter Agreement is amended as follows:

The Owner will deliver the Yacht at the boarding port in proper working order and outfitted/equipped appropriately for a Yacht of her size and type, in clean and good condition and ready for service.

- a) It is the Charterer’s responsibility to examine the Yacht and all equipment before departure and bring any issues that were ascertainable by due diligence to the attention of the Owner.
- b) No refunds will be granted for issues that are not discussed prior to departure.
- c) During the operation of the Yacht to/from and in the Park, no refunds or credits will be issued for any reason, including mechanical breakdown of any kind, including the loss of use of the Yacht.

3. The Charterer understands and agrees that the Park is outside the operational support provided by Sail Away on its charters, and is completely on their own while travelling to/from the Park and operating in the Park. Furthermore, the Charterer understands and affirms that the Park is in a difficult navigational area and accepts all risk associated with operating in such area. It maybe sometime before assistance is able to reach the Yacht, the Charterer and any member of the Charterer’s party.

4. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with operating in the Park, and that my participation involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control Sail Away; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).
5. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others operating in the Park, or the negligent acts of others, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of the Yachts operation in the Park. I fully understand that the Yacht and the Park has no medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
6. **RELEASE AND WAIVER OF LIABILITY.** I agree to forever discharge and release hold the Yacht, the Owner, and Sail Away LLC in partnership with Sail Away Key West (“Released Parties”), its parent and subsidiaries, owners, employees, and agents (collectively referred to as “Released Parties”), from any and all responsibility or liability for any and all injuries or damages, except in cases of intentional or gross negligence. I further specifically agree on behalf of myself, my and their heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising on board the Yacht or during the operation of the Yacht to/from and in the Park.
7. Except as amended by this Amendment, the Bareboat Charter Agreement is ratified and declared to be in full force and effect. If any terms of the Bareboat Charter Agreement and this Amendment conflict, the terms of this Amendment shall control.
8. This Amendment may be signed in any number of identical counterparts, each of which will be an original (including signatures delivered via facsimile, email or other electronic means) with the same effect as if the signatures thereto and hereto were upon the same instrument.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND I KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above:

---

**Charterer**

---

**Owner/Owner Representative**