

APPLICATION FOR MAHINA OFFSHORE SAILING EXPEDITIONS

We hope this application will help you focus on your reasons for applying for an expedition aboard Mahina Tiare III. It will also provide us an opportunity to get to know you better.

Name _____ Date of Birth _____ Age _____ Sex _____

First name you generally go by if different than above _____

Address _____ City _____ State/Prov _____ PCode/Zip _____

Cell (____) _____ Evening (____) _____ Day (____) _____ Fax (____) _____

E-mail _____ Height ____ Weight ____ Marital Status ____ Passport No. _____ Nationality _____

Occupation _____ Position _____ Employer _____

Describe your work responsibilities _____

Expedition Choice: Leg _____ Year _____ Second Choice: Leg _____ Year _____

List your reasons for applying including learning objectives. Use an additional page if needed. _____

Has anyone encouraged you to apply for this expedition? _____ If so, please explain _____

Are you considering offshore cruising on your own boat? _____ If so, when and where? _____

How did you learn of our expeditions? _____

If accepted for an expedition, will you be able to join us for an Offshore Cruising Seminar? _____

Have you participated in an expedition in the past five years? (Climbing, hiking, rafting, etc.) _____

Mahina Expeditions require that all participants commit physically, mentally and emotionally to the success of the expedition. Describe a non-work related activity to which you have made a major commitment.

What are presently your greatest joys in life? _____

What three words best describe your personality? _____

Ocean passage making can be physically demanding. Describe your regular physical activities/sports; frequency, and duration. If you don't regularly exercise, use this space to describe your personal fitness commitment if accepted on this expedition.

What are your current interests and pursuits? _____

Do you enjoy swimming? _____ How frequently? _____ Snorkeling? _____ Scuba Diving? _____

Please list your sailing experience. Use an additional page if needed. _____

Have you received any instruction in sailing or coastal navigation? ___ If so, please describe _____

Do you presently own a boat? _____ If so, what type? _____

Do you belong to a sailing club? ___ Name and location _____

Have you ever chartered a sailboat? ___ Bareboat or with a skipper? _____
Please include chartering details on a separate sheet.

What skills do you have that could prove useful aboard? (Culinary, medical, mechanical, etc.) _____

What languages do you speak? _____

How would you rate your cooking skills? Excellent _____ Average _____ Poor _____ Non-existent _____

What is your favorite recipe/meal to prepare aboard a boat? _____ At home? _____

What are your food likes and dislikes? _____

Describe any food allergies and/or special dietary requirements _____

Do you smoke? _____, If so please do not apply until you have been smoke-free for 6 months.

Have you ever been convicted of a felony? ___ A misdemeanor involving any allegation of violence or sexual assault? ___
If so please explain _____

For your application to be considered these forms must be completed, notarized, a copy of your passport and a photo attached and returned Mahina Expeditions with an application deposit of US\$500.

Application does not guarantee acceptance. Your application deposit will be returned promptly if the expedition(s) you requested are full or if your application is declined.

When your application and deposit are received, John Neal will contact you via email regarding your application.

If accepted, your second deposit, bringing the deposit total to 50% of the expedition cost will be due 15 days after your acceptance or by January 1st of the calendar of your expedition, whichever date is later.

A final payment, 50% of total, is due 150 days before the start of your expedition.

A \$250 fee is charged for any payments received seven days or more late. Payments more than 15 days overdue result in cancellation of your expedition berth and forfeiture of all monies paid to date.

Non-US applicants may pay by credit card or wire transfer. Contact our office for details: sailing@mahina.com.

The cost of Mahina Sailing Expeditions includes: instruction, food, fuel and port fees. It does not include your airfare, travel or accident insurance, visas, exit fees, personal or communication expenses or meals ashore.

Michael Henrichs, 1-877-429-5787, email: michael_henrichs@travelctm.com has booked air and hotel for our expedition members for many years. Frequently he can provide the least expensive and most efficient bookings.

MEDICAL QUESTIONNAIRE

Name _____ Date of Birth _____ Age _____ Sex _____

Cell (____) _____ Evening (____) _____ Day (____) _____ Fax (____) _____

E-mail _____ Height _____ Weight _____ Expedition Leg _____ Year _____

In case of emergency, notify _____ Relationship _____

Cell phone (____) _____ Evening (____) _____ Fax (____) _____ E-mail _____

MEDICAL HISTORY: Please explain all YES answers in detail, using an additional page if needed.

Do you have any existing medical conditions or problems? _____ if so, please describe _____

Have you been hospitalized in the past 5 years? _____ If yes, explain _____

Do you take any medication regularly? _____ If so, what type and for what condition _____

What is your eyesight; uncorrected _____ corrected _____ How is your night vision? _____

Have you experienced seasickness? _____ What are the most uncomfortable sea conditions you've encountered? _____

Have you used prescription seasickness medications? _____ If so, what type(s)? _____

Have you suffered any gastrointestinal disturbances including colitis, IBS, ulcers or stomach problems? _____

If so, please describe. _____

Have you received counseling or medication for depression or any other psychological challenges? _____

If so, please describe. _____

Do you have any allergies, including allergic reaction to any drugs? _____ Which drugs and to what effect? _____

Have you been treated for alcohol or substance abuse? _____

Do you have, or have you ever been diagnosed as having: diabetes, epilepsy, high blood pressure, high cholesterol, cardiovascular disease, migraines, asthma or lung disease, any significant back, knee, foot or leg problems, or any other diseases or conditions? _____ If so, please explain. _____

Name of your physician _____

Address _____

Telephone (____) _____ Fax (____) _____ E-mail _____

"The information provided in the Application and Medical Questionnaire is true and correct."

SIGNED this _____ day of _____, 20____. _____ Applicant's Signature

ACKNOWLEDGEMENT OF MAHINA EXPEDITIONS SHIPS ARTICLES

While this form may seem intimidating at first, in our many years of conducting sail-training expeditions we have come to recognize the importance of applicant's understanding the hardships and potentially difficult and dangerous conditions associated with ocean voyaging. The application process is designed to allow us to select participants best suited to the rigors of ocean voyaging.

Our goal is simple: To provide expedition members with a realistic and valuable learning experience, better preparing them for going to sea on their own boats.

We have found candor about our expectations results in fewer opportunities for misunderstandings. The most rewarding part of these expeditions has been to have participants later tell us that the expeditions was one of the most valuable (though not necessarily easy) experiences of their lives.

In consideration of my acceptance and participation in a Mahina Expedition voyage, I acknowledge receipt, understanding, and agreement to abide by the following Ship's Articles:

1. I understand that Mahina Expeditions is not a crewed charter boat where the focus is on luxury and pampering. Instead, these are working sail-training expeditions designed to give me an accurate and realistic view of passage making so I can assess whether I'd like to undertake ocean voyaging on my own in the future.
2. I understand and expect to encounter heavy weather, uncomfortable and possibly frightening conditions, seasickness, sleep deprivation, seasickness, constant motion and strenuous physical activity.
3. In the unlikely event that John Neal or Amanda Swan Neal not able to skipper any leg a qualified replacement may act in their place.
4. In the unlikely event Mahina Tiare III is unable to depart within seven days of the scheduled departure date of any expedition leg, Mahina Expeditions shall refund all monies received to date for that specific leg.
5. John Neal and Amanda Swan Neal will do their best to run a happy ship, being pleasant and fair about dividing watches and duties, and will attempt to make the expedition interesting for all expedition members by organizing shore expeditions, hikes, adventures, snorkeling, etc. when feasible.
6. I understand that the safety of the vessel and crew is of utmost importance and is a shared responsibility. To this end, I agree to:
 - A. Be attentive during the safety orientation upon my arrival aboard Mahina Tiare III, paying close attention to safety procedures explained, realizing that in an emergency all crew members must work together as a team.
 - B. Abide by safety rules during the expedition, including wearing a safety harness whenever I am on deck, regardless of sea conditions.
 - C. Abstain from drinking or bringing alcoholic beverages aboard Mahina Tiare III. I understand that overindulgence ashore by past crews has compromised the safety and learning aboard and agree to a two-drink per day limit. I understand that if I exceed the two drink per day limit, or if my behavior in any way compromises the safety of the vessel or is detrimental to the spirit of the expedition, I will immediately be signed off the vessel and put ashore.
 - D. Not to bring aboard or consume any drugs considered illegal in the U.S. or any country visited. I agree to "Zero Tolerance" to illegal drugs aboard or ashore during the expedition.
 - E. Be on deck ten minutes before the change of watch, no matter how I feel. I realize the importance of watch standing and hand steering being equally shared among participants and agree to do more than my share.
7. I understand there is a daily rotating ship's duty roster and every day I will be assigned one or more of the following tasks: navigation, food prep and galley clean-up, head cleaning, rigging survey, vacuuming of carpets and cushions, cleaning of cockpit and dinghy.
8. I understand that when at anchor or in port there may be a revolving watch in which one person remains aboard or awake, responsible for the safety of the vessel and personal gear, and to ensure the mooring lines are secure and that the anchors are not dragging.
9. I understand it is not possible to fix different meals for each person and I agree to eat what the cook serves. I understand the food will be nutritious, interesting and as varied as possible.

10. I agree to be responsible for my personal belongings and hygiene. I will respect each expedition member's berth as being their own space and realize that we will be living in close quarters and that cooperation and consideration is key to a successful expedition.
11. I understand that negativity is a demoralizing and potentially dangerous behavior at sea and will attempt to be as helpful and positive as possible, especially in difficult conditions.
12. I understand that if I choose to leave the expedition early for any reason, no refund will be made.
13. I understand that if, in the judgement of the ship's captain or his designee, I exhibit socially unacceptable or offensive behavior or am uncooperative to the general detriment of the spirit of the expedition, I will be repatriated to my home city at my expense from the first port possible. If I am repatriated for infringing on the rules of the Ship's Articles I expressly agree I will make no claims, nor seek redress for any injuries, losses or damages of any nature connected in any manner to my departure from the ship and repatriation.
14. I understand that all expedition members will be signed on as crew, not passengers, and will be processed as crew in each country visited. I further understand that I am not an employee or agent of Mahina Expeditions and will receive no compensation for work performed.
15. I understand and agree that the SV Mahina Tiare III is under the command of Capt. John Neal or his designee. I hereby agree to obey and carry out all necessary and reasonable orders relating to the safety of the vessel and crew.
16. The starting and ending dates specified in our brochure are firm; however, proposed itineraries are subject to change. Circumstances including wind, sea and ice conditions may dictate a different route or possibly eliminating some stops from our itinerary. Safety of the vessel and crew is our paramount concern. Weather patterns described in our brochure are passed on our past observations, Pilot Charts and World Cruising Routes. Actual conditions may vary from the average. **We do not control the weather!**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, HOLD HARMLESS AGREEMENT AND EXPRESS ASSUMPTION OF RISK

Recitals

FOR AND IN CONSIDERATION OF the educational experience and sailing opportunities afforded to me by Mahina Expeditions, and other good and valuable consideration, I, _____, on my behalf and on behalf of my estate, heirs, survivors, executors, or assigns (hereafter Releasers) do hereby enter into this Release of Liability, Waiver of Claims, Hold Harmless Agreement and Express Assumption of Risk. I expressly acknowledge that **THIS IS A LEGAL DOCUMENT**, the purpose of which is to waive and relinquish any and all rights I may have, or my heirs and survivors may have, to bring claims or causes of action of any nature against Mahina Expeditions, John or Amanda Neal personally, their reservation/booking agent, and their officials, officers, agents and employees (hereafter "Releasees") for any injury, losses, damages, accidents, illnesses or death related in any manner or in any way growing out of the use, operation and seaworthiness of SV Mahina Tiare III, the application process, travel to and from the SV Mahina Tiare III, use of any third-party dock or marine facility utilized by SV Mahina Tiare III, or any loss, damage or injury sustained while ashore at any location during the expeditions. This Agreement is binding upon my heirs, legal representatives and assigns.

Waiver and Release

Releasers hereby waive and relinquish any rights they may have, and by these presents do for myself, my heirs, executors, administrators and assigns, RELEASE AND ACQUIT Releasees, and their officials, officers, agents, employees, successors and assigns, from any and all causes of action, claims or demands for damages, attorney's fees, costs, terms, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of or in any manner related to the use, operation and seaworthiness of SV Mahina Tiare III, the application process, travel to and from SV Mahina Tiare II, use of any third-party dock or marine facility utilized by SV Mahina Tiare III, or any loss, damage or injury sustained while ashore at any location during the expeditions. I further understand that although Mahina Expeditions may make suggestions as to air carriers and travel agents, they assume no liability for injury, losses or damage, delay, irregularity or loss of baggage relating to airline travel.

Risks Assumed

Releasor HEREBY ACKNOWLEDGES that the sport of sailing carries with it inherent risks which may result in serious personal injury or death. I further understand that during the expedition in which I will be participating, certain risks and dangers may arise, including but not limited to, the hazards of traveling on the open sea, falling overboard, storms, high winds, collision of vessels, shipwreck, travel ashore in remote terrain, the forces of nature, and accident or illness in remote regions without means of rapid evacuation or medical facilities. I am also aware and clearly understand that Releasees will have no liability regarding the availability, adequacy or provision of medical care that may be rendered. I hereby assume any and all risks associated with my participation in the Mahina Expedition and expressly waive and forego any rights to bring claims or causes of action for any damages, losses or injuries resulting from negligence, acts of omission of Releasees, or unseaworthiness of the vessel, or other acts, however caused.

Indemnity

In consideration of the matters stated above I, and by these presents on behalf of myself and of my estate, do hereby agree to hold harmless and defend the Releasees and their officials, officers, agents and employees from any claims or causes of action brought by any person or entity that may be asserted for injuries, losses or damages, contribution, subrogation claims, and/or lien claims, arising out of or related to my participation in Mahina Expedition resulting from negligence, acts or omissions of the Releasees, or unseaworthiness of the vessel, or other acts, however caused, whether such claims be based on contract, tort, or any other theory of law.

Releasors agree this Release Of Liability, Waiver of Claims, Hold Harmless Agreement and Express Assumption of Risk shall be deemed to have been entered into at Friday Harbor, San Juan County, State of Washington, and shall be construed and interpreted according to the laws of the State of Washington, and further agree that any claims or disputes between the parties shall be brought exclusively before the courts of San Juan County, Washington. In this regard, Releasors hereby waive any challenges or objections to venue or jurisdiction of the Washington State courts and by this document do hereby submit to the jurisdiction of the Washington courts.

I have carefully and fully read this document and understand its terms. I execute it voluntarily and with full knowledge of its significance. No promise or inducement which is not herein expressed has been made to me, and in executing this document I do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent, or any other person representing the, or any of them

Dated this _____ day of _____, 20__.

Signed by applicant

This is to certify that _____ the above named applicant, personally appeared before me on the _____ day of _____ 20__, and said Applicant hereby acknowledges that he/she has read the foregoing Ship's Articles, Release of Liability, Waiver of Claims, Hold Harmless Agreement and Express Assumption of Risk understanding the contents thereof, and signed the same voluntarily for the purposes set forth therein.

Notary Public in and for the State, Province or Territory of _____ residing at

My commission expires: _____

Seal of Notary Public here

ACKNOWLEDGEMENT OF SWIMMING ABILITY

Your ability to swim in open ocean water is crucial to your survival in the event of an overboard occurrence. By signing this document, I hereby acknowledge that I can comfortably swim:

At least 50 yards in moderate open ocean water.

Can tread water for a minimum of 15 minutes in moderate open ocean water.

I, _____ hereby acknowledge that I can swim at least 50 yards in moderate open ocean water and tread water for at least 15 minutes in moderate open ocean water.

Signature

Date

LATE PAYMENT POLICY

I, _____ agree to make payments on or before dates specified in the brochure and receipts. I agree to a \$250 late fee for any payment received seven days or more past the payment due date. Payments received more than 15 days late will result in cancellation of my application and the forfeiture of all monies paid to date.

Signature

Date

CANCELLATION POLICY

I, _____ have read, understand and agree to the following cancellation policy;
Once I have received written acceptance to join this expedition, my \$500 application deposit becomes non-refundable. If for any reason my application is not accepted, I understand that my application deposit will be returned promptly. If I give written notice of my cancellation more than 150 days prior to departure, I understand that if Mahina Expeditions is able to re-book my berth I will receive a full refund less the non-refundable \$500 application deposit. I understand that within 150 days prior to departure, no refund or credit can be made for any reason including illness. I understand that there are no exceptions to this policy. I understand the importance of trip cancellation insurance and **(Please sign one) Accept _____ Reject _____** the trip cancellation insurance offered me and viewable at the very end of: <http://www.mahina.com/expbroch.html> .

TRAVEL, ACCIDENT AND SICKNESS INSURANCE

I understand the importance of Travel Accident and Sickness Insurance when traveling in foreign countries. I understand that medical treatment and evacuation may be expensive and would be my financial responsibility. I agree to seek professional medical help if requested to by the expedition leaders.

My existing insurance (Please sign one) Does _____ Does Not _____ cover travel accident and sickness.

I have been offered this optional insurance, viewable at the end of <http://www.mahina.com/expbroch.html> which I

Accept _____ Reject _____ (Please sign one)

PHOTO RELEASE

I, _____ hereby agree to give Mahina Expeditions the use of photos or video of me in books, articles, catalogs, television programs, internet or brochures without compensation.

Signature

Date

COPY OF PASSPORT PHOTO PAGE

Please attach a copy of your passport photo page here.

This is very important!

Your passport needs to be valid for at least six months past the ending date of the expedition.

PHOTOGRAPH

Please attach a recent photograph of yourself here.

APPLICATION DEPOSIT

Please attach \$500 application deposit check here.

For non-US residents, please contact our office to arrange payment by credit card or wire transfer.

This Application must be completed, notarized and have a copy of your passport photo page and a deposit check attached for it to be considered. Thank you. v1.16



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