



Crew Agreement

VESSEL AND OWNERS

s/v Lutris

USCG 916125

Dartanyon Race
Hong Nguyen

[REDACTED]
Seattle, WA 98136
United States of America
[REDACTED]

CREW

NAME

ADDRESS

NAME & PHONE OF EMERGENCY CONTACT

GENERAL AGREEMENT

All parties to this agreement agree and accept that sailing can be a hazardous activity. The skipper will exercise a duty of care towards the vessel and crew, however the crew must take responsibility for their own actions and must at all times act in a manner that will not endanger themselves, other crew members, or the vessel.

The skipper and owner confirms that the vessel is suitably equipped and will be effectively crewed for the intended voyage. The skipper confirms that he will provide a full safety briefing to everyone aboard and will ensure that new crew members are satisfied with the vessels condition and safety inventory prior to departure. The skipper confirms that a lifejacket and safety tether is provided for everyone aboard.

As crew, your opinion is important and valuable. You are **encouraged** to share it whenever you deem it to be prudent. That being said; it is inherent in the nature of the skipper/crew relationship that the skipper must exercise authority in order to maintain the safety of the crew and vessel and to preserve the success of the voyage. Crew members will accept and abide by the Skipper's decisions, and understand and accept that failing to do so may cause disruption and other consequences that can only be effectively dealt with by removing themselves from the vessel at the earliest suitable opportunity,

Should any crew member leave the yacht, for whatever reason, at a port or time other than that to which they had agreed in this agreement, they will be responsible for all of their own travel and related costs. Crew members understand and agree that if they are asked to leave the yacht for reasons of lack of competence, inappropriate behavior, crew incompatibility, illness, or the inability to carry out required tasks, which, in the skipper's opinion, is endangering the safe operation of the yacht, they will be responsible for all of their own repatriation costs. However, in this event, the Skipper will take all reasonable measures to allow disembarkation at a suitable port along the intended route, from which crew can arrange travel home.

Whilst a passage may have a planned arrival port there can be no guarantee that the vessel will successfully arrive there during the passage window. Crew joining the vessel for any voyage should ensure that they have the financial means to successfully repatriate themselves and agree to indemnify the skipper and owner from any such associated costs for whatever reason, unless otherwise agreed in the foregoing Financial Arrangements declaration.

Crew will be required to participate in all aspects of watch-keeping, domestic chores, and repairs and maintenance and this is an obligation to be shared by all aboard. Good crew looks for ways to help, and taking part will make crew feel involved.

Crew may be required to contribute a daily amount to cover onboard costs as specified in the Financial Arrangements section. To help avoid disagreements, all arrangements and all transactions **must** be recorded in the log. Crew agree that any monies paid towards their own costs is not for any charter fee or passenger fee or for the benefit of the boat or its owner or the skipper.

FINANCIAL ARRANGEMENTS

- No contribution required = all on board costs are covered by the yacht owner.
- Shared contribution = all on board costs are shared on a pre-agreed basis.
- Working passage = the yacht owner covers all on board costs, but the crew are required to work, i.e.: more than just watchkeeping.
- Paid position = crew receive payment plus all on board costs covered by yacht owner.

I, _____ have read and 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 will not bring any illegal drugs or weapons on board the ship. I am fully aware of the extreme severity of the law regarding this subject in some of the countries visited, and can't hold the captain of the ship responsible for my misbehavior, aboard, or ashore.

If the ship or the captain is held financially responsible for bailing me out of trouble ashore, 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 ship not reach it.

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 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. The responsibility is fully mine to learn and to ask to be taught any skills I feel I am not mastering.

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 Vessel **Lutris**, Seattle, WA [USCG 916125], its owners Dartanyon Race and/or Hong Nguyen, arising out of, or in any way connected with my participation as a member of the crew of the ship.

I confirm that I am a co-participant in a private leisure activity, not a passenger nor an employed sailor.

This agreement shall be governed by the laws of the State of Washington, USA where appropriate and practical.

CREW PRINTED NAME

ON BEHALF OF S/V LUTRIS [SKIPPER] PRINTED

CREW SIGNATURE

SKIPPER SIGNATURE

DATE