

General Terms & Conditions

- Arrive 20 minutes early to check-in. All sails leave promptly at stated times.
- We are barefoot on the boat during the warmer summer months.
- Unfortunately, we are not equipped to accommodate pets on board. Please leave fluffy at home.

This policy also applies to service animals which is permitted by applicable provincial laws. These policies are in place for both you and your animal's safety.

- We sail rain or shine, subject to unsafe conditions as determined by GSA. Please dress accordingly. Even when it is warm in the city it can be quite cool on the lake. (hat/sunscreen - layers: base/warmth/weather).
 - As the aerosol damages the yacht finish, **we do not permit the use of sun block spray on or around any of our yachts.** This includes hair sprays and perfumes.
 - All individual guests must complete the SmartWaiver on-line form at this [link](#).
 - A minimum amount of mobility is required for boarding all vessels. Guests must be able to step up, down and forward 18" unassisted or boarding may be denied without refund or credit.
 - Guests must be a maximum of 125 kilos or 275lbs to board any vessel. Boarding may be denied without refund or credit.
 - There is NO SMOKING/VAPING permitted on any vessel or other equipment provided by Gone Sailing Adventures. NO RECREATIONAL DRUGS including CANNABIS (in any form) are permitted on any vessel, equipment or during any time of a charter.
 - No balloons are permitted on any Gone Sailing Adventures vessels due to the extreme environmental hazard they pose. Please see this article on how balloons affect our environment <http://ow.ly/DZd850uNexQ>
 - When disembarking, please move to the north end of the pier as quickly as possible and keep noise level down while near condominium balconies. There is no smoking/vaping on the pier near the boats.
 - Gone Sailing Adventures is not responsible for any items left or lost on a vessel/dock
 - Gone Sailing Adventures may adjust the start time by up to 60 minutes with a minimum of one weeks notice without compensation to the Charterer/Guest/Passenger
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- The Charterer/Passenger shall provide valid identification and original credit card used for payment to Gone Sailing Adventures prior to boarding. Failure to provide such may result in boarding being denied without refund or credit.
 - Only the Captain may cancel, delay, or suspend sail at any time due to unsafe forecasted or actual weather or other unsafe condition (including failure to follow captain's instructions). If sail is less than 60% complete, and cancelled by the Captain for weather related issue, the sail may be rescheduled by Charterer/Guest/Passenger during the same calendar season at no charge (No Refund). Should the Captain shorten any charter for any reason other than weather or mechanical related conditions NO REFUND or credit shall be provided.
 - GSA has the right to replace the vessel with an equivalent or superior vessel for any reason. Equivalent shall be defined as a yacht of comparable (but not exact) size, having the required guest capacity.
 - Notwithstanding anything stated in these policies, no refund for canceled charter wherein the sole and final opinion of the Captain, the Charterer or Charterer guests' actions are deemed unsafe or contrary to the operating policy and instructions of the vessel and/or captain.
 - Where discounts are offered, (including less than full boat pricing) only one discount per transaction may be used. Discounts may not be combined.
 - The Captain has absolute authority on the vessel and may disallow boarding to any person who appears to be under the influence of alcohol or drugs. No refund is provided in the event that boarding is not permitted by the Captain for this reason.

- All guests are responsible and shall reimburse Gone Sailing Adventures for damage caused through their deliberate action, failure to follow instructions or actions by their own negligence. Charterer shall be similarly responsible for all guests' actions.
- A Crew Service Fee may have been included in your billing. Crew gratuities (discretionary) are customary at 15-20%, scaled up/down as per level of service and may be paid directly to the crew of your charter/sail
- **Nothing but bodily functions may be placed in the toilet. All PAPER AND FEMININE HYGIENE PRODUCTS MUST BE PLACED IN GARBAGE. Clogged toilets will incur a cost of minimum \$100 to clear. If hoses are required to be opened cost is \$300.**
- See Privacy Policy relating to use, storage and destruction of information collected from each guest.

Liability, Exclusion of Responsibility and Notice of Claim

- By boarding any vessel operated by Gone Sailing Adventures, you acknowledge and agree that Gone Sailing Adventures (GSA) and all affiliated organizers, agents, officials, servants, employees, and representatives (Owner Reps) shall not be responsible for any injury, death, damages, or losses whatsoever suffered by you whether or not such injury, death, damages or losses resulted from the negligence or gross negligence or willful misconduct or omission of GSA. You shall hold harmless and indemnify GSA and the Vessel against all such injuries, death, damages, and losses and against all the claims in respect thereof, including any legal defense costs or the costs associated with having the Vessel released from any arrest or pending arrest. Should any liability be found on GSA or You, both shall be entitled to limit liability in accordance with the provisions of the Marine Liability Act of Canada, and specifically, You and GSA agree that depending on the Vessel is either a commercial vessel with a tonnage of less than 15 tons or a pleasure craft not carrying passengers with a tonnage of less than 30 tons for the purposes of limitation of liability. Should any liability be found on GSA or Vessel, GSA or Vessel shall be entitled to limit its liability to the price of the charter.
- You must notify GSA in writing within FORTYEIGHT HOURS of the date of the incident from which any alleged damage or loss arose, otherwise any claim for damage or loss shall be barred.