

Terms and conditions

Vitamin Sea Charter

1. General Limitation of Liability

We, as the owners and operators of the charter boat, accept no liability for damages, losses, or injuries resulting from the use of the boat, except in cases of intentional misconduct or gross negligence on our part. This includes, but is not limited to:

- Personal injuries or fatalities occurring on board or during activities related to the boat's use.
- Damage to or loss of personal property belonging to the charter guests.
- Damages or losses caused by third parties.

2. Guest Responsibility

Charter guests are required to use the boat and provided equipment properly and in accordance with the instructions given. Any actions in violation of applicable laws, regulations, or safety guidelines are undertaken at the guest's own risk.

- Guests are liable for damages to the boat or equipment caused by improper use, negligence, or intentional actions.
- Guests are responsible for familiarizing themselves with weather conditions, navigation rules, and local regulations and adhering to them.

3. Authority of the Captain

The captain or owner of the vessel has the ultimate authority on board to ensure the safety of all passengers, crew, and the boat itself. In situations involving significant risks or potential dangers, the captain's professional judgment and decisions are final and must be strictly adhered to by all guests. This includes, but is not limited to:

- Navigational decisions, such as altering course, seeking shelter, or postponing activities due to weather or other safety concerns.
- Restrictions on guest activities in hazardous conditions, including swimming, diving, or leaving the vessel.
- Implementation of emergency protocols or safety measures as deemed necessary.

Failure to comply with the captain's instructions in such situations may result in the immediate termination of the charter agreement without any entitlement to refunds or compensation. This provision does not apply to minor issues but strictly to circumstances where the captain, based on their expertise, identifies substantial risks to safety.

4. Risks of Sailing

Chartering a boat involves inherent risks, including but not limited to:

- Weather conditions and their effects.
- Navigation hazards, such as reefs, shallow waters, and collisions.
- Injuries or illnesses resulting from activities on board, in the water, or on land.

By booking, guests acknowledge their awareness and acceptance of these inherent risks.

5. Exclusion of Liability for Force Majeure

We are not liable for damages, losses, or inconveniences resulting from force majeure events, including but not limited to:

- Natural disasters such as storms, hurricanes, or earthquakes.
- Actions by authorities, political unrest, or other unforeseen events.

6. Safety Provisions

We ensure the boat is provided in good technical condition and will inform guests of all safety measures on board. It is the guests' responsibility to follow these instructions and use the safety equipment provided.

7. Consent and Waiver

By booking, guests expressly agree to indemnify and hold us harmless from any liability beyond the legal minimum requirements. Guests waive the right to claim compensation against us unless the damage results from gross negligence or intentional misconduct on our part.