

# Expedition Agreement

Alaska Endeavour ("AE") is an Alaska, United States of America, non-profit corporation that operates the research vessel *Endeavour*, official number 932679 (the "Ship"). The undersigned, ("Guest") wishes to join a research expedition ("Expedition") organized by the Alaska Wildlife Alliance. AE and Guest agree as follows:

## 1) The Expedition

- a) The Expedition will be to Prince of Wales Island.
- b) The Endeavour will meet Guest at 10:00 AM on May 18, 2024 (the "Start Date") in Ketchikan, Alaska, and return Guest to Ketchikan Alaska by 6:00 PM on May 24, 2024 (the "End Date") for a total of seven days. Guest is welcome to remain on board the night of the End Date and depart the next morning.
- c) The ship's complement will be no more than six guests and two crew, including a captain licensed by the U.S. Coast Guard.
- d) AE will provide the equipment as described on the website [www.AlaskaEndeavour.org](http://www.AlaskaEndeavour.org)), plus meals, bedding (sleeping bags), towels, and fishing gear.
- e) The *Endeavour* will have, at minimum, the legally required safety equipment, including but not limited to survival suits and a life raft sufficient for all people on board.

## 2) Guest Representations

- a) Guest is over 18 years of age and is in sufficient health to participate in the Expedition.
- b) Guest will inform AE of any dietary restrictions no later than one week before the Start Date.

## 3) Fees.

- a) Guest will pay AE a fee (the "Fee") of \$5,200 upon making his or her reservation.

## 4) Cancellations, Delays, and Emergencies

- a) Guest may cancel this Agreement at any time for any reason upon written notice to AE. AE will not be obliged to refund the Fee to guest.
- b) If, before the Start Date, AE is unable to fulfill its obligations under this Agreement for any reason other than weather, adverse sea conditions, natural disaster, war, terrorist attack, force of law, or related reasons, AE will return any Fee paid to Guest.
- c) During the Expedition, the captain, in his sole discretion and in the interests of safety, may change the itinerary or schedule of the Expedition, including waiting out threatening sea conditions in a safe port or anchorage. If this action results in a delay, Guest will be responsible for any changes in subsequent travel and related costs. Guest may consider refundable tickets and/or travel insurance.
- d) In a medical emergency requiring evacuation of Guest, Guest will be responsible for any costs of evacuation.

## 5) Miscellaneous

- a) In furtherance of AE's nonprofit mission to promote science and education, Guest agrees that AE may use any photographs or videos taken by AE on the Expedition that include the Guest without further release from or compensation to Guest. Guest also agrees to provide AE with any data Guest collects on sightings of marine mammals, terrestrial mammals, and birds.

- b) In no event shall either party be liable to the other for any consequential, incidental, or special damages arising out of any default under this agreement, whether in contract or tort.
- c) Any controversy, dispute, or claim under, arising out of, in connection with or in relation to this Agreement will be settled, at the request of either party, by binding arbitration conducted in accordance with the then-existing rules for commercial arbitration of and administered by the American Arbitration Association before a single neutral arbitrator. The laws of the State of Alaska will apply. Any arbitration proceedings hereunder shall be conducted in Anchorage, Alaska, United States of America. The prevailing party shall be entitled to recover an amount as the arbitrator may adjudge to be reasonable attorneys' fees, in addition to costs and other fees.
- d) There is a small dog on board.

**Agreed:**

Alaska Endeavour ("AE")

\_\_\_\_\_ ("Guest")



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 William Urschel  
 Executive Director  
 Alaska Endeavour  
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