

## Wilderness Mariner Course

### A Cruise of Opportunity Onboard the Science Research Vessel Endeavour

#### Two weeks on the Inside Passage

# Student 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, ("Student") wishes to participate in an onboard class and voyage (the "Voyage") run by AE. AE and Student agree as follows:

## 1) The Voyage

- a) The Voyage will be from Seattle, Washington, to Petersburg, Alaska, a distance of approximately 750 nautical miles.
- b) The Endeavour will meet Student at 8:00 AM on May 1, 2025 (the "Start Date") in Seattle, Washington, and deliver Student to Petersburg, Alaska no sooner than May 12, 2025 (the "Arrival Date"). The arrival date is necessarily an estimate given the distance and the unknowns of any voyage of that length.
- c) The ship's complement will be no more than six Students and at least two crew, including a captain licensed by the U.S. Coast Guard.
- d) AE will provide course materials, meals, bedding, and towels.
- e) The *Endeavour* will have at minimum the legally required safety equipment, including but not limited to survival suits sufficient for all people on board.

## 2) Student Representations

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

## 3) Fees.

- a) Student will pay AE a fee (the "Fee") of \$4,500 upon making his or her reservation. Half is due upon reservation and half 30 days before the Start Date.

## 4) Cancellations, Delays, and Emergencies

- a) Student may cancel this Agreement at any time for any reason upon written notice to AE. AE will not be obliged to refund any of the Fee to Student. AE may but is not obligated to accept a replacement student designated by Student.
- 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 Student.
- c) During the Voyage, the captain, in his sole discretion and in the interests of safety, may change the itinerary or schedule of the Voyage, including waiting out threatening sea conditions in a safe port or anchorage. If this action results in a delay or change in itinerary, Student will be responsible for any changes in subsequent travel and related costs. Student may consider refundable tickets and/or travel insurance.

d) In a medical emergency requiring evacuation of Student, Student will be responsible for any costs of evacuation.

**5) Miscellaneous**

a) In furtherance of AE's nonprofit mission to promote science and education, Student agrees that AE may use any photographs or videos taken by AE on the Voyage that include the Student without further release from or compensation to Student. Student also agrees to provide AE with any data Student 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")

\_\_\_\_\_ ('Student')



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