

Terms and Conditions BlueFinn Charters N.V.

Article 1. General

1.1 These Terms and Conditions apply to all offers made by or on behalf of the user, hereinafter referred to as BlueFinn Charters NV (hereinafter "BFC"), against a counterparty or on any agreements made by or with BlueFinn Charters NV.

1.2 "Counterparty" means any natural person who concludes a contract with BFC and / or any natural person who uses the services offered by BFC.

Article 2. Requirements

2.1 It is expressly forbidden for a counterparty to:

- run on board the ships or otherwise to conduct dangerous and / or risky behavior;
- cause any obstacles, of any kind, for fellow passengers, BFC staff and other ships; bring and/or consume your own food and drink, both alcoholic and non-alcoholic; use excessive alcohol;
- jump from board the ships without the permission of BFC staff touch the rope and other equipment and parts of the ships without the permission of BFC employees;
- use of the rescue boats of the ships, unless there is an emergency;
- use or bring with you aboard the ships drugs, explosives, weapons and / or any other dangerous substances;
- play loud music without the permission of BFC employees;
- to bring and / or keep animals on board the ships.

2.2 The Counterparty shall at all times and in all circumstances follow the instructions of BFC staff fully and strictly.

2.3 BFC is entitled at any time in the breach of the above rules to deny participation of the Counterparty to the tours/activities in which case the Counterparty is in no case entitled to repayment of any amount or compensation.

Article 3. Safety

3.1 Counterparty expressly states knowledge of participation in the activities and / or sailing on the Ships involves risks including but not limited to damage to property and injury caused by wave stroke, wind (bumps), ocean currents, rainfall and / or sunburn.

3.2 By using and participating in BFC services and activities, the Counterparty explicitly accepts these risks and fully agrees that these risks will be entirely at their own expense.

3.3 Counterparty expressly declares to be able to swim and to be in good health. In case of doubt about swimming skills and / or health in participation in the activities, Counterparty will conduct prior consultation with BFC employees.

3.4 On board the ships there is a life jacket for every passenger that can be worn free of charge for the entire duration of the activities.

3.5 If Food and Beverages are included in the activities, Counterparty will inform BFC employees before consumption of any food and/or drinks about any food allergies and food intolerances and other conditions that may cause health problems. However, consuming any of the food and drinks offered by BFC – even without the knowledge or previous existence of the above-mentioned allergies, is entirely at your own risk.

Article 4. Liability

4.1 BFC shall in no event be liable for any direct and / or indirect damage and / or loss caused by the Activities or otherwise by failure, unless such damage and / or consequence is the result of deliberate or recklessly acting by BFC.

4.2 Counterparty indemnifies BFC completely for any damage suffered by third parties during the activities.

4.3 If and to the extent that BFC is liable for any other party for damage and / or damage suffered by it, this liability shall at all times be limited to an amount of [ANG 10.000].

Article 5. Cancellation

5.1 If Counterparty declines or otherwise terminates any agreement for any reason, prematurely or not, BFC shall in no case be held for repayment by any Counterparty or by a third party for the benefit of any Counterparty, unless parties otherwise agree. In addition, BFC is entitled to full payment under the (terminated) agreement between her and the Counterparty.

5.2 In case of a no show, there will be no refund unless parties have agreed otherwise.

5.3 Credit card payments in favor of Bluefinncharters AG are collected by ROVERD, Postbus 1062, 1700 BB Heerhugowaard, The Netherlands. ROVERD will appear as BluefinnCharters on your credit card statement. The domain where you enter and process your payment is owned and operated by ROVERD. Please send an e-mail to finance@roverd.com for all inquiries regarding your credit card payments and chargebacks.

Article 6 Other

6.1 Deviations from these terms must be in writing before this substitute any articles in these terms.

6.2 Under these terms, the agreement with the counterparty, all (other) BFC services and all disputes arising between the Counterparty and BFC, the law of Curacao applies. In all cases, the Court of Curaçao is exclusively competent to take note of these disputes.

Release of liability, waiver of claims and assumption of risks

- By participating with the activities of BlueFinn Charters N.V. you will waive certain legal rights, including the right to sue or claim compensation. Please read this document carefully and in its entirety!
- In consideration of BlueFinn Charters N.V. (the "Company") permitting the individual named below ("I" or "me") to participate in activities associated with boating, water, and/or participating in water activities, such as but not limited to swimming, snorkeling, scuba diving (the "Activities"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "agreement").
- The Activities offered by BlueFinn Charters N.V. ("Company") are associated with ocean / open water activities. I am aware of my own physical limitations and capacities and assure that I can participate in the (water) Activities as offered by BlueFinn Charters N.V.
- I acknowledge and accept that the Activities involve many risks, dangers, hazards, including but not limited to the risk of serious injury, death or property damage. Risks may arise out of contact and / or participation with other participants or equipment or due to my own actions or inactions, the actions or inactions of others, the condition of the facility wherein the Activities take place, and / or the negligence of the Company. I acknowledge that I am voluntarily participating in the Activities. I freely accept and fully assume any and all of the risks, dangers and hazards involved and the possibility of injury, death or property damage, whether caused by the negligence of the Company or otherwise.
- I hereby expressly waive and release any and all claims, actions or otherwise which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "Releasees"), [on account of injury, death or property damage] arising out of or attributable to [my participation in] the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

- I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities.
- This Release of Liability, Waiver of Claims and Assumption of Risks shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, Parent or Guardian on behalf of the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.
- I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded in photo- graphs, audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or re- lated to the use of my image or recording. By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in marketing or other social media platforms. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.
- In case I am going to dive during Activities of the Company, I affirm that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site.
- I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Activities will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Activities. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class.

- I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Activity, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Company responsible for the same.
- I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Company responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Activities and that I should not dive if my equipment is not functioning properly. I will not hold the Company responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.
- I acknowledge that this Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein, that the terms of this Agreement are contractual, are not merely a recital, and that this Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- I acknowledge that I have read and understood all of the terms of this agreement and that I am voluntarily waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next-of-kin), including the right to sue the company and the releasees.
- I am the representative of our group and I have the right to consent on their behalf and I hereby agree to the terms and conditions of this Release of Liability and Waiver of Claims on behalf of anyone in our group.
- I am the parent or legal guardian of the minors in our group and/or I have the legal right to consent to and I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.