



# SEA KAYAK CLUB

Sea Kayaking in the Polar Regions with *Sea Spirit*

## Terms and Conditions

Please read this document fully and carefully. Your participation in Poseidon Sea Kayak Club is conditional upon your agreement to the provisions herein.

### I. Booking

Sea Kayak Club is limited to 8 participants on Arctic voyages and 16 participants on voyages to Antarctica. Sea Kayak Club is filled on a first-come, first-served basis. It is highly recommended that you book your spot in Sea Kayak Club at the time you book your voyage. You are welcome to request a spot on Sea Kayak Club after booking your voyage, but this will be subject to the availability at the time of your request. With the exception of those joining the Waiting List and last-minute bookings, payment of the fee for kayaking is due no later than the time of final cruise payment. The fee for kayaking is refundable in some cases (see Section XVI below).

### II. Kayaker Statement

To confirm your booking, you are required to complete and submit our *Kayaker Statement* indicating that you meet the membership requirements that have been established for the safety and enjoyment of all participants in Sea Kayak Club (please see Section VI below). After requesting your spot on Sea Kayak Club, you will have 30 days to submit the *Kayaker Statement*. If, for whatever reason, you do not submit the *Kayaker Statement* in that time, you risk forfeiting your spot in Sea Kayak Club. With the exception of last-minute bookings, you are required to submit the *Kayaker Statement* before joining the vessel.

### III. Medical Information Form

If you have one or more of the medical conditions or problems listed in Section 1 of Poseidon Expeditions' required *Medical Information Form*, then you must get a statement from your doctor indicating that you are able safely to engage in sea kayaking activities and that your medical condition(s) will not in any way affect your participation in Sea Kayak Club. Please use the *Sea Kayak Club Preparation Notes* as a reference for what participation in Sea Kayak Club will involve and entail. Your kayak guides will have access to your *Medical Information Form*. Regardless, prior to commencement of any kayaking activities, you are required to declare to your kayak guides any medical issue, condition, problem or illness you may be experiencing.

### IV. Letter of Confirmation

Upon our receipt and review of your completed *Kayaker Statement*, you will be confirmed. You may be sent a personalized *Letter of Confirmation*. Please be aware that possession of a *Letter of Confirmation* does not necessarily guarantee your suitability for participation in Sea Kayak Club (more below).



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## V. Assumption of Risk and Liability Waiver

Prior to commencement of kayaking activities, you will be required to sign a legal document whereby you acknowledge and assume all risks associated with Sea Kayak Club.

## VI. Membership Requirements

In consideration of the fact that the polar regions are among the most remote and inhospitable regions of the world, and of the fact that sea kayaking is an inherently risky activity, we have established the following requirements for participation in Sea Kayak Club to help ensure the safety and enjoyment of all participants. At the time of your participation in Sea Kayak Club:

- a) you must have a level of physical fitness appropriate for sea kayaking (including the ability to swim),
- b) you must be in sufficiently good health for sea kayaking (please see Section III above),
- c) you must have previous experience in a sea kayak,
- d) you must be able to understand and respond to kayaking instructions in English, and
- e) you must be at least 16 years old (kayakers under age 18 must be accompanied by a parent or representative during all kayaking activities as per our *Child Policy*).

## VII. Refusal of Participation

Passengers who do not meet the membership requirements in Section VI may pose an unacceptable safety risk to themselves and others and are therefore asked not to join Sea Kayak Club. Meeting the requirements is a good indication that you will have a safe and enjoyable time with us, though it is not a guarantee. Your kayak guides and expedition leader will have the ultimate right and responsibility to judge your suitability for participation in Sea Kayak Club. Please be aware that you may be refused the right to participate in Sea Kayak Club if it is deemed that your participation would expose you, your fellow paddlers or your guides to an inappropriate or unacceptable level of risk to safety. The judgment of the responsible staff on board the ship will be final. If you are refused participation in Sea Kayak Club before commencement of kayaking activities, then you will be issued a full refund of your kayak fee but we will not otherwise be liable.

## VIII. Limitation of Participation

Your kayak guides have the right and responsibility to limit your participation in Sea Kayak Club for reasons of safety, as in Section VII. Based upon the degree to which you meet the requirements in Section VI and/or your proficiency as observed by your guides, you may be refused the right to participate in certain kayaking sessions as dictated by the location, weather, paddling conditions or other factors that may increase the safety risk posed by your participation. If it is determined by your guides before commencement of kayaking activities that you may not be fit for some of the kayaking locations and conditions that may be encountered over the course of the voyage, you will be advised accordingly and given a chance to withdraw from the program for a full refund of your kayak fee. If you choose to continue with the program, even if you are not so advised, you will not be entitled to a refund if you are not able to participate in any/all kayaking sessions.



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## IX. Your Responsibilities

Your membership in Sea Kayak Club comes with certain responsibilities. At all times while participating in kayaking activities, whether on the water or on land:

- a) you must not behave in an unsafe or disruptive manner,
- b) you must not be intoxicated,
- c) you must comply with any and all instructions given by your kayak guides, and
- d) you must be respectful of your fellow participants.

If you do not uphold these responsibilities—or if indeed, for any reason, your participation is deemed to increase the group's risk to safety or to be a significant detriment to the success or enjoyment of the group—then your kayak guides and expedition leader have the right and responsibility to limit or revoke your right to participate in Sea Kayak Club at their discretion. The judgment and decision of the responsible staff on board will be final. No refund will be issued if the limitation or revocation of your right to participate is based upon your failure to uphold your responsibilities.

## X. Additional Responsibilities

- a) If you wish to participate in kayaking activities on excursions where it is offered, you must attend pre-excursion information and safety meetings held by your kayak guides.
- b) Before each kayaking session, it is your responsibility to tell us about any condition (e.g. fatigue, hangover, seasickness, sore muscles, illness, etc.) that may affect your performance.
- c) For your safety, while kayaking you must wear the paddling suit and life jacket provided; if you bring such gear of your own it must be approved by your kayak guides.
- d) You must alert your kayak guides immediately if you ever notice a problem with your kayak, equipment or any paddling gear you are using.

## XI. Kayaking Opportunities

The number of kayaking opportunities on your voyage will depend on the itinerary, as well as weather and ice conditions. The expedition leader and kayak guides will determine which excursions are appropriate for kayaking based on observed and expected conditions, site suitability and other factors. Kayaking is not intended to take place during every excursion. A reasonable expectation would be around three to five kayaking opportunities on your voyage, but there are no guarantees. No refund will be issued if we are unable to provide you with a full kayaking experience due to weather, ice conditions, medical emergency or any other circumstances beyond our control.

## XII. Your Experience

We will do our best to provide you with a kayaking experience as described in Poseidon Expeditions' brochures, website and other promotional material. However, because our ability to do so is heavily dependent on weather and other factors outside of our control, we do not guarantee any particular outcome with regard to location, wildlife, weather, ice or anything else.



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### **XIII. Non-transferability**

Once on board the vessel, your spot in Sea Kayak Club or the Waiting List cannot be transferred to any other person. Also, your spot in Sea Kayak Club cannot be shared with any other person(s).

### **XIV. Emergency Evacuation Insurance**

You must ensure your emergency evacuation and medical insurance coverage does not exclude adventure activities such as sea kayaking. You may be asked to provide proof of coverage appropriate to your planned activities. Regardless, you will be held fully responsible for any and all medical and evacuation expenses incurred as a result of insufficient insurance coverage.

### **XV. Waiting List**

If the maximum number of participants allowed for your voyage have already booked Sea Kayak Club (that is, if the Kayaker List is full) at the time of your request, you may have the opportunity to book a spot on the Waiting List. All the terms, conditions and requirements (such as booking, confirmation and membership requirements) outlined in these *Terms and Conditions* apply to the Waiting List and its members. As such, before joining the vessel, Waiting List members must be confirmed by submitting a signed Kayaker Statement. The only exception is that you are not required to pay the kayak fee until such time as you move onto the Kayaker List. Your position on the Waiting List will be based upon the date you book your spot. As space in the program becomes available, you will progress toward the Kayaker List in order of your Waiting List position. If you are still on the Waiting List when your voyage begins, then you should still attend the Sea Kayak Club orientation meeting with those on the Kayaker List. If space in Sea Kayak Club becomes available before the commencement of kayaking activities, then passengers on the Waiting List will have the chance to take the spots in order of their position on the Waiting List. Once kayaking activities have commenced, the Kayaker List is finalized and no additions or substitutions will be made.

### **XVI. Refunds**

Even if you have been confirmed in Sea Kayak Club, you have the option, at any time before commencement of kayaking activities, to withdraw from the program for a full refund of any kayak fee paid. You will also receive a refund of your kayak fee if, before commencement of kayaking activities, you are refused participation in Sea Kayak Club. If your participation is denied after commencement of kayaking activities, you may not be entitled to a refund depending on the circumstances as per Section IX. If your participation in Sea Kayak Club is limited for any reason, you will be issued neither a full nor a partial refund.

### **XVII. Document Version**

This document may be changed without notice. In case of any discrepancy, the version of *Sea Kayak Club Terms and Conditions* most recent at the time of your voyage will apply.