PICTON CASTLE

Summer Voyage 2015

## Articles of Trainee Engagement

This document, entitled Articles of Trainee Engagement (**“Articles” or “the Articles” or “these Articles” or**

**“this Document”**), is entered into as of the date of the final signature below by and between (on the one hand) **Windward Isles Sailing Ship Company, Ltd.,** a company incorporated and/or chartered in the Cook Islands, owner of the Barque *Picton Castle,* and (on the other hand), each individual **Sail Trainee** who has subscribed to these Articles by his or her signature below. By its mutual execution, it evidences and brings into being an enforceable agreement between those parties, more fully identified as follows:

A. The **“Owner”** is: **Windward Isles Sailing Ship Company, Ltd.**,

also referred to herein as “Wissco”

with notice data as follows: Barque PICTON CASTLE

PO Box 1076

Lunenburg, Nova Scotia B0J 2C0 (zero)

Tel.: (902) 634-9984

Fax: (902) 634-9985

E-mail: info@picton-castle.com

Website: www.picton-castle.com

B. The **“SAIL TRAINEE”** is: **Each of the individuals who have signed below in the spaces provided for signature by Sail Trainees**

The subject matter of these Articles includes the following:

C. The **“Vessel”** is: The Barque *Picton Castle* (ship’s registry: Cook Islands)

D. The “**Voyage**” is: As described below

WHEREAS, the Owner and the Master, on behalf of Vessel, contemplate undertaking a voyage (the “Voyage,” as described elsewhere in this document) for the purposes of sail training and individual personal growth on behalf of the Sail Trainees;

WHEREAS, the Sail Trainees, each individually, desire to participate on the Voyage, and desire to induce the Owner, Master and the Vessel to accept each of them as Sail Trainees for the Voyage;

NOW, THEREFORE, in consideration of the mutual promises made and benefits promised by each party to the other, the parties covenant and agree as follows:

**I. Objective and Interpretation**

1.1 The objective of the Voyage and of these Articles is to achieve a successful and safe seagoing and sail training experience for the Sail Trainees on terms (including economic and operational terms) that are reasonable for the Owners and the Vessel. The Sail Trainees join the Vessel fundamentally in order to obtain the benefit of the experience offered, including (without limitation) elements of sail training, acquisition of traditional skills of the mariner, personal growth, including interpersonal interaction and growth, exposure to other cultures and environ-ments, and the general benefits of travel and adventure. A key element of this experience, and of the objectives of Sail Trainees in seeking it, is specifically to encounter the both the challenges and the satisfactions of working a traditional square-rigged sailing Vessel in all conditions of geography, sea, and weather, under circumstances as nearly traditional to such Vessels as the constraints of the Voyage allow, and those challenges and satisfactions expressly contemplate and include the **discomforts, difficulties, and dangers** of traditional square-rigged sailing. The Voyage has been designed to afford the Sail Trainees with the foregoing qualities of the experience.

1.2 A further objective of setting out terms in these Articles is to avoid any misunderstandings as to expectations during the term of the relationship.

**II. Vessel and Voyage Particulars**

2.1 The Vessel is a three-masted, barque-rigged sailing Vessel, fitted with an auxiliary diesel engine. The Vessel is registered in the Cook Islands, and has an operational base in Lunenburg, Nova Scotia, as set forth above. Her further particulars, some of which are also shown in her Certificate of Registry, are as follows:

Length: 179 feet

Beam: 24 feet

Maximum Draft: 14.5 feet

Gross Tonnage: 284 tons

Net Tonnage: 85 tons

Horsepower: 690 hp

Sail Area: 12,450 square feet

Maximum Mast Height: 97 feet

Maximum Speed (Engine): 8 knots

Rated Capacity of Life Rafts: 112 persons

Personal Floatation Devices Aboard: 110

Radio Call Sign: E5WP

Official Number: 14250

Port of Registry: Avatiu, Rarotonga, Cook Islands

2.2 The Vessel possesses the following Certificates, issued by the flag government:

2.2.1 Registration Certificate

2.2.2 Approved Training Program Certificate

2.2.3 Vessel Type Certificate

* + 1. Safety Equipment Certificate
    2. Stability Information Certificate
    3. International Tonnage Certificate—Det Norske Veritas
    4. Load Line Exemption Certificate
    5. Safe Manning Certificate
    6. Radio License Certificate

Copies of which are available on request to the Lunenburg office.

2.3 The *Picton Castle*’s voyage is anticipated to begin at Lunenburg, Nova Scotia, Canada on or about May 28, 2015 and end at Lunenburg, Nova Scotia, Canada on or about August 8, 2015. The anticipated ports of call and schedule are as set forth in Item 3.1.2 below, “The *Picton Castle* Summer Voyage 2015 Fee, Cancellation and Refund Terms.” While the Vessel will use best efforts to conform to this schedule, the actual itinerary of the Vessel is subject to the sole and binding discretion of the Master, in light of factors that may include weather, political or intergovernmental issues, considerations of safety, and considerations of overall voyage quality, and the Vessel shall be at full liberty to modify the itinerary accordingly.

**III. Incorporation By Reference**

3.1 These Articles expressly incorporate by reference the following documents, which are made a part hereof. The terms of the incorporated documents are material to these Articles and bind the parties as if set forth at length in the body of this document:

* + 1. The *Picton Castle* Sail Trainee Manual (*Handbook for Crew*);

3.1.2 The *Picton Castle* Summer Voyage 2015 Fee, Cancellation and Refund Terms.

3.2 Each of the foregoing, together with this document, is to be interpreted to be consistent with the other as fully as this can be accomplished. In the event of any irreconcilable inconsistency as to any given point of interpretation, the order of precedence shall be, first, the terms of this document, and afterwards, in the above order, the documents identified under Paragraph 3.1. The restatement or repetition in these Articles of any of the terms of the foregoing Items shall not be deemed to waive any terms not so restated.

3.3 Copies of the foregoing are intended to be attached for convenience and ease of identification, but the omission of any one or more of them shall not diminish the effect of their provisions. Instead, the Sail Trainee shall request a copy of any document so omitted.

**IV. Trainee Benefits**

4.1 As long as the Sail Trainee remains in compliance with the terms of these Articles, Wissco agrees to provide each said Sail Trainee with:

4.1.1 carriage aboard during all portions of the Voyage for which the Sail Trainee has paid, including the experience of participating in the sail training program and of experiencing the life of a mariner in working a traditional square-rigged ship, with instruction accordingly;

4.1.2 meals, a standard berth, some bedding, stowage space for personal articles (in conformity with the terms of the Manuals identified above);

4.1.3 opportunities (consistent with ship’s orders, routine and assignment of duties) for time ashore in ports of call;

4.1.4 a personal copy of the *Picton Castle* Sail Trainees Manual (*Handbook for Crew*);

4.1.5 upon request, documentation of the Sail Trainee’s tenure and experience aboard, for use in the individual’s later needs to document his/her maritime experience, PROVIDED ALWAYS that there shall be no obligation to overstate, inflate or misrepresent the quality or character of the Sail Trainee’s experience or track record on board and FURTHER that there is no warranty that said experience will necessarily be deemed by third parties to be qualifying for any particular position. Said documentation may or may not be deemed qualifying for other sailing or maritime experiences or credentials.

4.1.6 Best efforts to make the Voyage a memorable and valuable experience to the Sail Trainees collectively.

4.2 Payment of Voyage Fees does not include costs for the Sail Trainee’s own transportation   
to and from the ship, or for personal purchases, meals, entertainment, or expenses while on shore or otherwise during the Voyage, all of which must be funded by the Sail Trainee. Telecommunications charges, postage and the like (whether incoming or outgoing) by or on behalf of the Sail Trainee are likewise for his or her own account. Travel medical insurance and trip insurance (as called for elsewhere) is likewise his or her own expense, and any cost incurred by the Vessel, the Owner or the Master on behalf of any Sail Trainee due to the lack of said insurance (or delay in payment of benefits of the same) are for the account of the individual, may be recovered from the individual, and must be discharged promptly.

4.3 Any costs incurred by the Vessel, the Master or the Owner as a result of conduct, acts, or omissions of any Sail Trainee (including without limitation physical damage, waste of supplies or provisions, fines, penalties and any legal liabilities) are for the account of the individual, and are subject to reimbursement consistent with the indemnity provisions of these Articles.

4.4 Any other expenses, charges, fees or costs not expressly provided for herein are for the account of the individual Sail Trainee, and the Vessel, the Master, and the Owner have no liability for the same.

**V. Sail Trainee Status and Definitions**

5.1 A Sail Trainee is not an employee or independent contractor of the Vessel, the Master or the Owner, and has no authority to bind any of them.

* 1. It is the intent of the Parties that a Sail Trainee hold the status of a “sailing school student,” as that term is defined by Title 46, United States Code Section 2101(29), in the form existing at the time of commencement of the voyage, and it is the intent of the parties, consistently with Title 46, United States Code Section 10101(3), that each Sail Trainee, by virtue of holding the status of a “sailing school student” *not* hold the status of a “seaman.” The intent expressed herein is intended to apply no matter what jurisdiction’s law may be argued or adjudged to apply to any circumstance regarding the Vessel.

**VI. Acknowledgment and Assumption of Risk and Limitation of Liability**

6.1 Each Sail Trainee (and if a minor, his/her parent(s) and/or legal guardian(s)) (each, individually, a “Subscriber”) hereby recognize and acknowledge the following:

6.1.1 His/her experience aboard the Vessel is designed and intended to be a program distinct from other travel experiences. Participation in this sail training program is intended to place the trainee in challenging situations that typically also involve certain elements of risk. Indeed, the very nature of the trainee’s venture is to deal with situations that call for innovation, ingenuity, adaptability, plus personal resourcefulness and self-reliance, all well beyond the norms of ordinary shore-side life.

6.1.2 Certain risks cannot be eliminated or reduced without destroying the unique character of the Voyage. Indeed, simply going to sea has been recognized for thousands of years as carrying elements of peril, particularly including risks of weather, wave action, other marine traffic, and mechanical and human failures. A sail training experience in particular is likely to involve many challenges and risks, depending on the character and details of the voyage. It is impossible or unworkable to list them all, but some very common examples include: (1) working aloft, including in adverse weather and rough seas; (2) working around heavy moving booms, gaffs, yards, blocks, sails and ropes in adverse wind, weather and sea conditions; (3) working on deck, in the rig, or in ship’s boats in locations potentially exposed to wave action; and (4) moving about on sloping, moving and/or wet ladders and decks.

6.1.3 This entire experience calls upon the trainee to exercise a very high degree of self-reliance, care, self-awareness, and awareness of the constant presence of risk, particularly associated with seafaring. More than anywhere else, the trainee must be constantly vigilant, not only for his/her *own personal* safety, but also for the safety of others aboard the Vessel, and of the Vessel itself. This experience calls for particular care and attention on the part of the individual. Indeed, to do anything less would be to defeat the entire purpose of the sail training experience and of going aboard the Vessel in the first place.

6.1.4 The decision to participate on the Voyage must be addressed with *at least* the same sober balancing of risk versus personal benefit that would attend a personal decision to engage in certain better-known “adventure” challenges, including, for example, mountain climbing, motor racing, scuba diving, white-water rafting, solo aviation, and the like. Each Subscriber acknowledges the foregoing, as respects himself/herself or his/her minor Sail Trainee participating in this program.

6.2 In light of the foregoing, each Sail Trainee and Subscriber does hereby assume full responsibility for and risk of bodily injury or death as a result of his/her participation in the Voyage. Each Sail Trainee and Subscriber also acknowledges (1) that sail training vessels typically do not carry a physician on board; (2) that traditional sailing vessels did not typically carry a physician on board; (3) that to carry a paid physician on board would make the cost to trainees significantly higher; (4) during the largest part of the voyage, the Vessel and the participants will be in less-developed parts of the world and therefore at a very considerable distance from medical care of the kind likely to be accessible throughout much of the United States; and (5) that the ship’s Medical Officer, himself or herself a trainee, is not on board to engage in the practice of medicine but rather makes himself or herself available on a volunteer “good Samaritan” basis to provide interim emergency assistance, within the limits of the resources available on board. In light of this, each Sail Trainee and Subscriber hereby agrees to hold harmless the Owner and the ship’s Medical Officer in the event that such emergency medical care provided on board in good faith should later prove to be unsatisfactory to the Sail Trainee or Crew Member recipient.

6.3 Each Sail Trainee acknowledges that the Owner is a corporation dedicated to educational and other benevolent purposes including assistance in making these sail training experiences possible. As an inducement to obtaining participation in such a program (namely, the Voyage), agrees that in the event of any harm to any trainee from any cause, the liability of the Vessel, the Owner and their respective officers and directors (including the Master and Medical Officer) to any Sail Trainee will be limited such that it will in no event exceed the sum of actual medical expenses plus three times the amounts paid by the Sail Trainee for participation in the Voyage.

**VII. Declarations By Sail Trainee**

7.1 It is a condition of boarding the Vessel, continuing the Voyage, and receiving the benefits hereunder, that each Sail Trainee complete, fully and truthfully, the attached sheet of Sail Trainee’s Individual Declarations and the attached Medical Info Form, and that the Sail Trainee notify the Master or Owner (whichever is quickest or most appropriate) of any change or inaccuracy in any of the information supplied.

* 1. The information thus supplied is fundamental and material to these Articles, and is a material inducement to Owner to accept the Sail Trainee for the Voyage.

**VIII. Sail Trainee Obligations Before and During the Voyage**

8.1 Each Sail Trainee must obtain and maintain a valid passport throughout the duration of the Voyage if necessary, and provide evidence of the same (in the form of a photocopy of the photograph and personal data pages, depicting the number of the passport and its nation of issue and expiration date). The Sail Trainee takes full responsibility for any limitation on his/her freedom of movement or other restrictions that may be imposed by port or national authorities by reason of the status of his/her travel documents, previous history in the nation in question, or any other factor that limits his/her activities in any nation touched on the Voyage, and likewise for any expenses of repatriation that may be occasioned by such factors.

8.2 Each Sail Trainee must obtain and maintain personal health and accident insurance and trip cancellation insurance valid for the duration of the voyage, and present copies of the same.

8.3 Each Sail Trainee must make the payments called for in the payment provisions of these Articles, and provide the information required in a timely fashion.

8.4 Each Sail Trainee must take whatever steps are necessary to satisfy him or herself as to the rigors and risks of the Voyage and the sail training program, the character of the Vessel, the conditions of accommodation, and the expectations of him or her during the voyage, and his or her own suitability to the same. Joining the Vessel constitutes acceptance by the Sail Trainee of the foregoing.

8.5 Each Sail Trainee must join and rejoin the Vessel at the times called for by the Vessel’s itinerary, or by orders of the Master, and must return to the Vessel on order issued by the Master.

**IX. Trainee Obligations During the Voyage**

9.1 Each Sail Trainee agrees to abide by all on-board safety regulations and orders and instructions of ship’s staff, and acknowledges that it is critical to do this in furtherance of a safe and satisfactory experience for all concerned. **Defiance or refusal of any lawful order relating to the safety of the Vessel or any person is grounds for immediate removal from the Vessel and may involve criminal consequences.** Each Sail Trainee agrees, when called upon, to provide the fullest cooperation and effort (consistent with his/her own safety) in assisting the Vessel officers with any situation involving a threat to the safety of other persons or of the Vessel.

9.2 Each Sail Trainee agrees to exercise, continuously, the fullest and most diligent and watchful care for his or her own safety, and for the safety of others aboard the Vessel and the Vessel herself, and agrees to be fully responsible for the consequences of any failure to do so. This obligation includes the responsibility to acquire the greatest possible level of skill during his/her time on board, the responsibility to watch for and point out potential safety hazards to other persons on board and in particular to Vessel officers, and the responsibility to insure that s/he does not undertake any activity for which s/he is not suited or competent.

9.3 Each Sail Trainee agrees to report *immediately* to ship’s officers any actual, possible or apparent illness, injury or mishap (to *any* person on board, including the Sail Trainee him or herself), and acknowledges that any *failure* to do so is likely to be harmful to someone associated with the venture.

9.4 Each Sail Trainee agrees to report to ship’s officers any misconduct, harmful conduct or dangerous conduct on the part of any person on board, regardless of whether any harm or injury actually occurs or not, and regardless of whether the trainee himself or herself is directly involved or affected, all in furtherance of the safest and most constructive sail training experience for the entire ship’s company.

9.5 Each Sail Trainee expressly acknowledges the prohibition on the possession or use of any drugs or controlled substances, and agrees that any violation of this provision is cause for immediate termination of his/her participation and immediate repatriation, and expressly agrees to bear and discharge any and all expenses to which the Vessel, the Owners or any other person may be put by reason of violation of this provision. **Violation may involve criminal consequences,** for which the offender will bear full accountability. Consumption or possession of alcoholic beverages in violation of the Vessel’s policies or governing law are subject to comparable remedies and consequences.

9.6 Each Sail Trainee agrees to abide by all provisions of law, including any provisions of law applicable by reason of the presence of the Vessel in the waters of any nation into which the Vessel may venture. Each Sail Trainee agrees to participate in no disturbance or offensive or disorderly conduct or other conduct likely to bring the Vessel to the attention of local authorities, to impose any adverse consequences upon the Vessel, or to reflect discredit upon the Vessel.

9.7 Each Sail Trainee agrees that the Master is to possess and may exercise the full authority afforded to the person in charge of a conveyance by: (a) the maritime law of the United States; (b) the maritime law of the flag state; (c) any system of laws that may affect the Vessel by reason of her presence in the waters of some other nation; (d) the laws of the United States and any applicable international conventions affording authority to the commander of a U.S. flag commercial airliner; whichever one or more of the foregoing may afford the greatest authority. Each Sail Trainee agrees that each of the Vessel’s officers is to possess and may exercise the appropriate authority afforded by the same description of laws.

9.8 Each Sail Trainee agrees to participate and cooperate as fully as possible with the sail training program and the work of handling the Vessel, and likewise duties assigned in accordance with the Vessel’s program of domestic work, repair, upkeep and maintenance. Each Sail Trainee agrees to make a prompt, factual and non-confrontational report to a responsible Vessel officer of any way (whether by reason of illness, injury, other infirmity, or otherwise) in which s/he may believe that s/he is unable to carry out these duties safely, coupled with a recommendation of how s/he can participate most fully and satisfactorily under the circumstances. Each Sail Trainee undertakes to keep him or herself as fit and capable of participation as is reasonably possible under the circumstances, and to acquire, as rapidly as possible, the skills needed to participate in the most constructive way possible. Refusal by a Sail Trainee to participate to the extent of his/her reasonable capabilities (including the timely acquisition of the skills of a mariner) or incapability or unsuitability to do so may constitute reason for termination of his/her participation in the Voyage.

9.9 Each Sail Trainee agrees to avoid any activity or behavior constituting or reasonably being capable of being interpreted as sexual harassment or intimidation, to respect the privacy and dignity of all others on board, and agrees to abide by standards of conduct and modesty no less than would be required on a municipal beach in the United States, including while s/he is ashore. Any Sail Trainee who deems attention of an apparently sexual character on the part of any other Voyage participant unwelcome must notify the Master of his/her concern as soon as it becomes apparent that discussion with the other individual involved is ineffective at resolving the situation. Each Sail Trainee agrees to abide by any prohibition issued by the Master of conduct of a sexual or apparently sexual character, and to abide by any order of the Master to avoid contact with specific named individuals.

9.10 Each Sail Trainee agrees to use his/her best efforts to cooperate with other shipmates and ship’s staff, in furtherance of building the most satisfactory, shared, community experience with the others who are part of the venture. Each Sail Trainee agrees to use his/her fullest efforts to avoid friction with other persons on board, and to seek assistance from appropriate persons (particularly, but not exclusively, the Vessel’s officers) in working out any situations that have the prospect of spoiling harmonious relations among the participants, any other persons on board, and anyone encountered (including persons in ports touched) during the course of the Voyage. Each Sail Trainee expressly acknowledges that building and fostering good and constructive personal relationships is a fundamental aspect and objective of the Voyage. Each Sail Trainee expressly acknowledges that cooperation with other people involved in the Voyage is a fundamental aspect of his/her suitability to participate in or continue the Voyage, and that a failure in this regard may constitute cause for termination of his/her participation in the Voyage and repatriation at his/her own expense.

9.11 Each Sail Trainee must maintain reasonable standards of personal hygiene (including as to his/her berth or any spaces for personal storage). Any concerns about the same must be addressed in good faith between the individuals involved and then reported in a factual, non-confrontational manner to a Vessel officer if unsuccessful.

9.12 Each Sail Trainee agrees that s/he will do no damage to the Vessel or the property of others, will participate in no waste or careless use of any consumables, stores, provisions, etc., will observe proper care to avoid events of damage to any property and will use best efforts to afford proper care to all property on board.

9.13 Each Sail Trainee agrees that s/he will use best efforts to avoid any environmental damage or damage to the interests of those not on board, including particular care to avoid any marine pollution or other degradation, and will promptly report to the Vessel’s officers any condition threatening the same.

**X. Financial Provisions**

10.1 As part of the consideration for participation, each Sail Trainee agrees to pay the company USD$11,400, or such smaller amount as corresponds to the leg or legs of the Voyage for which the Sail Trainee has subscribed.

10.2 A deposit of USD$500 or equivalent is required upon application. The balance of the fee is due 90 days before joining the Vessel for Sail Trainees subscribed to the full voyage and 60 days before joining the Vessel for Sail Trainees subscribed to a leg or legs of the voyage.

**XI. Special Circumstances and Refund Policy**

11.1 If a Sail Trainee’s participation in the Voyage is terminated by reason of his/her own misconduct (including, without limitation, any conduct in violation of these Articles), no refund will be provided. Any repatriation expenses will be solely for the account of the Sail Trainee.

11.2 If a Sail Trainee’s participation in the Voyage is terminated by reason of his/her illness, injury, unsuitability, incapability, unfitness, or by reason of inadequate participation in the sail training program or the work of the Vessel, he or she will be entitled to the most favorable refund that would have been available had s/he elected to leave the Vessel for his/her own personal reasons as of that time during the course of the Voyage.

11.3 If for any reason the trainee chooses to leave the Vessel and the voyage, he or she may be refunded a portion of his or her payment by the company according to Item 3.1.2 above, The *Picton Castle* Summer Voyage 2015 Fee, Cancellation and Refund Terms.

11.4 If, due to breakdown or other inability to continue, the Owner abandons the Voyage, refunds will be available on terms applicable as of that time pursuant to Item 3.1.2 above, The *Picton Castle* Summer Voyage 2015 Fee, Cancellation and Refund Terms.

**XII. Insurance**

* 1. Each Sail Trainee must procure health insurance in a form sufficient to afford compensation for any medical care needed by the Sail Trainee during the course of the Voyage, endorsed so as to provide for payments to foreign medical providers without the need for recourse to or approval by medical providers or other authorities located remote from the place where medical care is needed, and so endorsed as to make benefits assignable or payable to the Owner to the extent of any payments which the Master in his discretion may advance in order to avoid delay in treatment.

**XIII. Indemnification**

13.1 The Sail Trainee agrees to defend, indemnify, reimburse and hold harmless the Vessel, the Owner and/or the Master from any and all damage, charges, costs, and/or liabilities, just or unjust, including without limitation any legal fees, which the foregoing may incur or to which they may become subject by reason of any misconduct or violation of these Articles on the part of the Sail Trainee.

**XIV. Notices, Objections and Claims**

14.1 Any complaint, objection, or notice on the part of a Sail Trainee are to be communicated to the Master as soon as reasonably possible if arising during the course of the Voyage, and must be restated in writing upon request by the Master. Any complaint, objection or notice arising at any other time must be given in writing *by at least two* of the following methods: (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight air carrier, Federal Express or equal, (iv) fax, or (v) electronically, *each* addressed to the Owner at *each of* the addresses shown at the beginning of this document.

* 1. Any failure to comply with the above requirements shall be presumed to be prejudicial to the Owner.

**XV. Use of Images**

15.1 The Owner shall have the right to reasonable use of photos and other images created through the Owner’s resources during the course of the Voyage, including for purposes of documentation of the Voyage and for publicity and marketing materials. Upon request in writing, a Sail Trainee may provide that his/her name or identity not be used in such materials.

**XVI. General Provisions**

16.1. Time is of the essence with respect to every aspect of these Articles.

16.2. No attempt at assignment or delegation shall be effective without the prior written consent of the other party.

16.3 These Articles shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns. This document shall not be construed as in any way creating any benefits, rights, causes of action or remedies, legal or equitable, in any person other than a signatory hereto or an authorized assignee hereunder.

16.4 These Articles shall be governed by and shall be construed and interpreted in accordance with, the substantive and procedural law of the nation of Canada and the Province of Nova Scotia, excluding their conflicts of law rules.

16.5 This document (including any attachments and including any documents incorporated by reference) is intended to constitute the final, integrated and entire agreement between the parties. The parties adopt this document as the complete statement and the final form of the whole of their agreement. This document overtakes, supersedes and cancels all prior communication in any form whatever (and the legal effect of the same), all of which are deemed to be merged herein.

16.6 The legal rights of the parties as defined herein may not be modified in any way except by a writing signed by the party to be charged by such written modification. It is the intent of the parties fully to incorporate by reference the Statute of Frauds as existing in Nova Scotia, and apply it to these Articles as fully as if it applied by its own terms.

16.7 This document may be executed in multiple counterparts with the same force and legal effect as if a single document had been executed by the signatories in a single room at a face-to-face meeting between them, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

16.8 The failure of either Party to enforce at any time any provision of these Articles shall not be construed to be a waiver of such provision or the right of such Party thereafter to enforce that or any other provision of these Articles. Any act expressed or intended to be or eventually adjudged to have been a waiver of any term of these Articles shall be a waiver only of the specific term intended to be waived and for the specific instance only, and under no circumstances shall any such act be given any broader effect, or construed as some general form of waiver.

16.9 Whenever possible, each provision of these Articles will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Articles is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, then the remainder shall be deemed severable and shall survive, retaining the full measure of enforceability available in the original jurisdiction or any other jurisdiction. In the event that any provision of these Articles shall be adjudged to be unenforceable, the surviving remainder shall thereafter be interpreted in such a way as to realize, as fully as may be possible, the economic bargain originally intended by the parties and their respective allocation of risk and benefit.

16.10 Where appropriate in the context the singular will be deemed to include the plural, the plural to include the singular, and the past, present and future tenses to include the others. The descriptive headings of the sections and paragraphs of these Articles are inserted for convenience only and do not constitute any element of the agreed intent of the parties to these Articles.

16.11 References in these Articles to laws, rules and regulations shall be deemed to be such laws, rules and regulations, in the interpretation thereof, as are in effect at the effective date of these Articles.

IN WITNESS THEREOF, the Master and the individual Sail Trainee has signed these Articles, each on the date shown by their respective names.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sail Trainee Date

**Windward Isles Sailing Ship Company, Ltd.**

By the Master of the Vessel:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Captain Daniel Moreland

*(To be completed by a parent or guardian if the Sail Trainee is below the age of twenty-one):*

I hereby attest and represent that I am the parent or lawful guardian of the Sail Trainee who has signed above. By my signature below, I give my consent and approval for his/her participation, and on both my own and his/her behalf adopt and agree to be bound by the foregoing and by the terms of the Articles of Trainee Engagement with the same force and effect as if the Sail Trainee had been of the age of majority at the time of signing.

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_.

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