

(pursuant to Article 49-bis, paragraph 3, of Legislative Decree no. 171/2005)

OPERATION OF THE BOAT: The boat will be operated by Mr. Alessio De Vita, holder of a nautical license no. 14446, issued by the Port Authority of Cagliari on 15/07/2022, Category A, propulsion engine only, within 12 nautical miles from the coast.

CHARTERER				
Surname and First Name	Date of Birth	Place of Birth	Address of Residence	Tax Code / Identification Number

[illegible]

Boarding is scheduled in Cagliari on / /2025 at (time).

Cruising Area: Gulf of Cagliari, Price per person: € ,00

Total rental price of Euro € _____,00, broken down as follows:

- Amount received by the Owner Alessio De Vita: € _____,00;
- Amount due to the company _____, corresponding to € _____,00 as a commission fee, being the owner of the booking/payment portal used by the Charterer at the time of booking.

The price includes the rental of the boat, the skipper, third-party liability insurance for passengers, boat operation service, fuel, water, and the use of all onboard equipment and accessories.

BOAT OPERATION: The operation of the boat is entrusted to Mr. Alessio De Vita, who possesses the legal requirements to carry out occasional charter activities. The use of the boat is limited to the coastal area of the Gulf of Cagliari. Within these limits, the Charterer has full authority to decide the excursion program and the routes to be followed, compatibly with weather conditions and the assessment of the safety of ports and/or navigation and anchorage areas, which shall be exclusively evaluated by the Captain. The Captain may make any decisions deemed necessary to ensure navigation safety, including the right to make changes in timing and methods to reach the planned destinations that may be difficult to access, impracticable, or unavailable. No damage or compensation can be requested by the participants for any harm or inconvenience caused by the situations and reasons described above. Participants embark with full awareness of the risks and dangers that a boat excursion may entail.

OBLIGATIONS OF PARTICIPANTS – TERMS AND LIMITS OF USE – PROHIBITIONS: Minors will not be allowed on board unless accompanied by parents or legal guardians, who will be fully responsible for their safety, behavior, and supervision. All persons on board must carry a valid identification document or, alternatively, a photo of it, to be presented to the competent authorities in case of inspection. Before boarding, participants are required to inform the Captain personally of any health issues, food allergies, or motor difficulties, and it is also advisable to inform the Captain if unable to swim. The excursion is strongly discouraged for pregnant women due to the movements of the boat caused by waves, which could pose health risks to both mother and child. The tour is not suitable for people with spinal problems, seasickness, heart conditions, reduced mobility, significant motor difficulties, or for persons weighing over 120 kg.

Participants must not engage in behaviors contrary to mutual respect and good conduct that could cause disturbance or discomfort to other participants of the excursion. Such violations may result in the immediate termination of the excursion and the removal of the person(s) responsible for such misconduct from the boat. Furthermore, compensation for any damages caused to other participants will be required.

Participants are required to accept any decision the Captain deems necessary to ensure their safety and well-being, including complying with assigned seating on board and wearing life jackets if the Captain considers it necessary. Luggage must be limited and essential. Each participant is solely responsible for their own belongings and personal effects and is personally liable in case of theft, loss, or damage. Participants are also responsible for any damage caused to the boat due to intentional, negligent, or non-compliant behavior with the Captain's instructions. Please note that for safety reasons and out of respect for other participants, smoking is strictly prohibited at all times during the excursion.

In shared tours, the Charterer reserves the right to host additional people on board beyond those listed in this contract, up to a maximum total of 12 passengers, plus the Captain and one additional crew member, for a total of 14 people on board.

The boat's insurance coverage includes all navigation risks and provides adequate protection for third-party passengers. In the event that one or more participants suffer injuries not caused by serious fault of the Captain, they shall not be entitled to claim any damages beyond those recognized by the insurance company.

Cagliari, li _____

The owner De Vita Alessio

The charterer
