

# GENERAL CONDITIONS

## CAPTAINS' RESPONSIBILITY

The Captain declares that he/she agrees to take full responsibility for the losses, regardless of their cause, that the boat may suffer or cause to a third party during the event period. He/she is also responsible for communicating the terms and conditions to all other participants and for complying with all these terms.

## RESPONSIBILITY OF THE ORGANIZER

The company B.G. Equipamento Náutico does not accept any responsibility for any accidents, as well as for physical damages, fatal accidents, or injuries to any of the participants on the event. On behalf of himself and his representatives, legal successors, heirs and assignees, the Captain expressly indemnifies B.G. Equipamento Náutico and its affiliated third parties including enterprises, instructors, executives, managers, representatives, employees and members, against any liability, claims, demands or other actions which may result from such circumstances as injury, disability or any loss of or damage caused to property during the participation in the event. This indemnification shall apply without reservations and is irrevocable.

## LOSS, THEFT OR DAMAGE

The Captain and all passengers are fully responsible for their own personal belongings - please make sure they are kept safe during the entire event period. B.G. Equipamento Náutico does not accept any responsibility for loss, theft or damage to the referred belongings.

## NAVIGATION CERTIFICATE

The Captain must have a valid boat license to operate the boat. The copy of the document must be e-mailed to B.G. Equipamento Náutico ([info@angelpilot.com](mailto:info@angelpilot.com)) and the original document must be presented during check-in and whenever requested by any authority.

## NAVIGATION AND SAFETY

The company B.G. Equipamento Náutico does not take any responsibility for possible violations of navigation rules that occur during the event period. The Captain agrees to respect all the rules imposed by B.G. Equipamento Náutico and the staff, as well as all navigation and safety rules. The Captain accepts full responsibility for the consequences of any violation.

By registering to participate in the event, the Captain declares that he/she has been informed of the local navigation rules, including but not limited to:

- Maximum speed in the port: 5 knots;
- It is mandatory to keep a distance of at least 300 meters from the coast;
- It is mandatory to respect the rules indicated by the staff;
- It is mandatory to maintain a safe distance between boats.

The company B.G. Equipamento Náutico reserves the right to declare a participant's tour terminated, if he repeatedly and voluntarily does not respect the safety standards determined by B.G.;

## SAFETY EQUIPMENT

All boats must be equipped with all the safety equipment required by law, according to the flag and class of registration. All the safety equipment must be checked by the Captain before the event.

The use of lifevests is mandatory for children up to 12 years old and strongly recommended for all other participants during navigation.

The use of kill cord is mandatory whenever the engine is running.

## DOCUMENTS AND INSURANCE

The boat must be covered under a mandatory third-party liability insurance. All boat documentation must be valid and in accordance with the law.

## EXCLUSIVITY AND MAXIMUM NUMBER OF BOATS

The organization will accept a maximum number of boats and registrations will be accepted in order of receipt of pre-registration form. After submitting the pre-registration, participants will receive the proforma invoice for participation, according to the details submitted. Registration is confirmed after receipt of proof of payment on the e-mail [info@angelpilot.com](mailto:info@angelpilot.com).

ONLY Capelli boats will be accepted. This event is sponsored by Capelli and therefore we cannot accept boats from other brands.

## FUEL

Fuel is not included. It is the Captain's responsibility to make sure the fuel tank is full before departure, as well as, to inform the staff in advance, should they need a refill during the tour;

## CANCELLATION POLICY

The registration can be cancelled up to 3 weeks before the event by sending a cancellation request to the e-mail [info@angelpilot.com](mailto:info@angelpilot.com).

In this case, a reservation fee of 50€ + VAT will be charged to the Captain. When valid justification, such as cancellation of flights or illness (with official written evidence from the relevant authorities) for the cancellation is presented, this amount will not be charged.

The registration is only considered cancelled after the Captain receives an e-mail with the cancellation confirmation.

If the cancellation is made with less than 3 weeks of advance, the registration can be cancelled, however, the paid amount will not be refunded in whole or in part.

## CANCELLATION FOR REASONS OF FORCE MAJEURE

B.G. Equipamento Náutico reserves the right to cancel the event for reasons of force majeure, including but not limited to adverse weather conditions or unexpected and serious breakdowns that cannot be repaired on time. In that case, the event may be rescheduled, or the amount will be returned in full, without any consequence to B.G. Equipamento Náutico.

## PHOTO/VIDEO RELEASE

By registering, the Captain grants the company B.G. Equipamento Náutico, on behalf of himself/herself and all passengers on board the boat, permission to take photographs and videos of all of them and use such photographs and videos for any marketing purpose, without payment or any other consideration.

The Captain, on behalf of himself/herself and all the passengers, waives any right to royalties or other compensation arising from or related to the use of the photographs/videos. He/she hereby holds harmless the company B.G. Equipamento Náutico from all claims, demands and causes of action which he/she, his/her heirs, representatives, executors, administrators or any other persons acting on his/her behalf or on behalf of his/her estate have or may have by reason of this authorization.

## JURISDICTION

In the event of any dispute over the participation agreement, the agreement will be interpreted by the laws of the State of Portugal, and any lawsuit or arbitration must be brought in Tribunal de Comarca de Portimão, in Portugal. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.