

Miami Sailing School - Terms and Conditions

Terms and Conditions

Effective Date: April 11, 2025

Company: Miami Sailing Company LLC, doing business as Miami Sailing School

1. Definitions

Company/We/Us: Refers to Miami Sailing Company LLC, operating under the trade name Miami Sailing School.

Client/You/Your: The individual or entity booking a sailing course or charter with us.

Services: Includes all sailing courses, charters, and related offerings provided by the Company.

Lead Person: The individual completing the booking, responsible for all participants in their party.

Crew/Participants: All individuals named in the booking form or attending the service.

2. Booking and Payment

Full Payment Required: All sailing courses and charters must be paid in full at the time of booking to confirm your reservation.

Preferred Payment Method: Payments by Zelle are preferred.

Electronic Payment Fees: Payments via credit cards or other electronic methods will incur a 4% transaction fee.

Accepted Payment Methods: We accept VISA, MasterCard, wire transfers, and Zelle. We do not accept American Express, personal checks, cashier's checks, or money orders.

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Confirmation: A booking is confirmed only upon receipt of full payment and issuance of a confirmation email from us.

3. Cancellations and Rescheduling

By the Client:

General Policy: All payments are non-refundable.

Rescheduling Requests: Must be made at least 30 days prior to the scheduled service date. Approval is at the Company's discretion and may be subject to a rescheduling fee.

No-Shows: Failure to attend the scheduled service without prior notice will result in forfeiture of the full payment.

By the Company:

Weather or Unforeseen Circumstances: We reserve the right to cancel or reschedule services due to adverse weather conditions or other unforeseen events. In such cases, clients will be offered the option to reschedule within 12 months.

Insufficient Participants: For courses requiring a minimum number of participants, we may cancel the course if the minimum is not met. Affected clients will be offered alternative dates or services.

4. Conduct and Safety

Alcohol Consumption: Responsible consumption of alcohol is permitted onboard for individuals 21 and older. However, guests are expected to remain aware, cooperative, and respectful while drinking.

Inappropriate Behavior: Aggressive, abusive, belligerent, harassing, lewd, or otherwise disruptive behavior

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will result in immediate termination of the service without a refund. The Captain has sole discretion to assess and act upon such behavior.

Illegal Substances and Firearms: Possession or use of illegal drugs, controlled substances, or firearms is strictly prohibited. Violation will result in removal from the vessel and reporting to authorities.

Captain's Authority: The Captain has full authority over the vessel and its occupants. All clients must comply with the Captain's instructions at all times.

Smoking and Vaping: Smoking and vaping are prohibited below deck. If permitted, they must be done on the leeward side of the vessel, downwind from others.

5. Client Responsibilities

Participation:

ASA Students: American Sailing Association students are expected to actively participate in sailing activities, including cooking, cleaning, and general maintenance during courses.

Charter Guests: Guests on private charters are expected to leave the yacht reasonably clean and organized at the end of their charter.

Vessel Condition: The vessel must be left in the same condition as found. Clients are responsible for any damage caused by negligence or misuse.

Health Certification: Clients certify they are in good health and do not have medical conditions that could pose a risk during the service.

Insurance: Clients are responsible for their own health and travel insurance. We strongly recommend purchasing insurance that covers cancellations due to medical reasons, weather, or other unforeseen circumstances.

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6. Certification and Course Completion

Completion of a course does not guarantee ASA certification. Clients must demonstrate competency in required skills. The Captain/Instructor has sole discretion in awarding certifications.

7. Media Release

By participating in our services, you grant us permission to use photographs and videos taken during the service for promotional and marketing purposes.

8. Own Boat Instruction

If instruction is conducted on a client's private vessel, the client must:

- Ensure the vessel meets all USCG and ASA safety requirements.
- Maintain full insurance coverage.
- Cover all instructor travel expenses to and from the vessel.

9. Liability and Indemnification

Sailing involves inherent risks. By booking our services, you acknowledge and accept these risks. Miami Sailing Company LLC, Miami Sailing School, and associated personnel are not liable for any injury, loss, or damage sustained during our services. Clients agree to indemnify and hold harmless the Company and its affiliates against any claims arising from participation.

10. Governing Law

This agreement shall be governed by the laws of the State of Florida. Any disputes arising shall be resolved in the appropriate courts within this jurisdiction.

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By completing a booking with Miami Sailing Company LLC, doing business as Miami Sailing School, you confirm that you have read, understood, and agreed to these Terms and Conditions.