

Crew Agreement

General aspect

This is an agreement, made between the Sailing Yacht Karaka II, through its owner Thomas Alexis Serge Blancart, and the crew member _____, designed to anticipate problems that might occur while aboard, both at sea and at anchor, and thus avoiding them. I suggest you send a copy of this document to someone you deem appropriate. It is always wise to keep someone at home informed of your plans.

Crewing on a ship works best when all are considered equals (with the captain being a little more equal than the others). You will be consulted, when appropriate, as part of the decision making process, but you must also be willing to share all work, difficulties, dangers, and costs agreed upon. As a crew member, you also agree that all final decisions rest with the captain, and that the crew must obey all lawful orders. In completing this agreement, you take full responsibility for your decision to join the team, and agree that you are willing to accept everything that life and sailing on such a vessel involves. There have been no inducements or promises or considerations that are not fully described in this agreement.

Seaworthiness

Karaka has been neglected in the past before I saved her from the scrape yard but in the few years I owned her, We have spent a lot of money, energy and time into putting her back in shape. After trial and errors, all the important systems are now in good condition and the equipment is in good working order. Karaka has all the safety gear necessary for her kind of cruising.

I, the owner, hereby declare my belief that the ship is properly equipped and prepared for the planned voyage, and that I am fully competent to manage, alone or with crew. I invite all crew members to test this statement in any way they wish, by their own inquiries and judgement or with the help of others. By signing the agreement, crew members accept that they have fully investigated and found the ship seaworthy.

Medical details

It is a fact that voyaging offshore and in foreign countries on a sailing boat is a dangerous activity. It can happen that you break an arm or a leg, got appendicitis or a toothache, bleed to death after losing a finger while cutting onions, fall overboard, get hit in the head by a boom, smack your little toe against a deck fitting, get eaten by a shark, stung by a jellyfish, get malaria, cholera, dengue fever, leprosy, plague. In short, you may be seriously injured or even die. So even if sailing on Karaka is after all no more dangerous than living in a major city and driving to work everyday, all crew members must acknowledge the risks involved in joining the crew.

The ship has a well equipped medical first aid box. Any knowledge necessary is provided by first aid manuals present on board. The ship is equipped with radio equipment and distress beacons, in order to get in contact with medical help and get assistance or advice in case of emergencies. However, every crew member must agree to take full responsibility for any current or past medical conditions that may recur, or any medical or health problems that may occur during or as a result of your trip on board the ship. Make sure that you have ample medication for at least twice the length of your intended stay on board. You must inform the captain of any potentially serious conditions that could affect safety at sea. Give details below of any known allergies, conditions that might recur, current medications, bad hearing, etc:

Medical insurance may save your life. List details of your medical insurance, and all contact details for next of kin:

Passport and visas

In the view of the local authorities, the captain will be responsible for all on board. All crew members need to have a valid passport. When entering another country, the authorities often ask for a visa and a proof that the person has a mean to exit the country. This agreement shall serve as sufficient proof that the person carrying it is a crew member on board of the ship and will exit the country on board of her. The costs associated with obtaining visas will be covered by each crew member individually, as a personal expense.

Sometime some financial proof might be asked from a crew member to show that he or she can exit the country by other means than the ship to another country he or she has full right of entry. Every crew member shall be able to produce such a financial proof, under the form of a credit card, cash or a plane ticket. Every crew member is responsible for this and must understand that he or she may have to furnish those proofs to the captain before departure.

Trip interruption and repatriation

Every crew member must understand that should he or she leaves the ship, for any reason, at a port other than which previously agreed with the captain, that crew member will be responsible for all further travels and related costs. Every crew members must also agree that if he or she is asked to leave the ship for lack of competence, inappropriate behavior, crew incompatibility, illness, or the inability to carry out required tasks, which in the captain's agreement is endangering the safe and/or efficient operation of the ship, he or she will also be responsible for his or her own onward travels and repatriation expenses. However, in this event, the captain agrees to take all reasonable measures to disembark crew members at a suitable port along the intended route from which they can arrange their travel home.

Every crew member agrees as part of this agreement that under no circumstances will he or she attempt to force the ship or the captain to pay for any travel or repatriation expenses.

Costs

Every crew member must accept that his or her contribution isn't the price of a charter, a passenger fare or for the benefit of the captain, but represent his or her own share of the running costs.

This share is of 100 Euros a week per person, or equivalent in local currency. This includes expenses such as fuel, water, port fees, marina fees, boat maintenance, etc but excludes the food costs which will be shared by all on an equal basis and the visa costs to be dealt by each individually.

Other informations

The ship's website is available on line for further information concerning all aspects of crewing with us and should be read in full by all crew members so as to make sure there are no misunderstandings.

The address is <http://karaka.voila.net/>

Crew information:

Full name: _____

Date of birth: _____

Passport #: _____

Nationality : _____

Date of Delivery: _____

Date of expiration: _____

Home address and E-mail: _____

Crew member's declaration

I have completed the above details fully and honestly. I have understood and accepted all information provided. I have volunteered any further information I am aware of that may affect the safe enjoyment of the planned trip by all aboard.

I do not have any illegal drugs or weapons in my possession, nor will I bring any on board the ship. I am fully aware of the extreme severity of the law regarding this subject in some of the countries visited, and can't hold the captain of the ship responsible for my misbehavior, aboard, or ashore. In the same respect, I will not carry any packages for any third parties without first requesting permission from the captain.

If the ship or the captain is held financially responsible for bailing me out of trouble ashore, I agree to immediately reimburse any cost incurred.

I understand and accept that sailing voyages are by their very nature uncertain, and I will not hold the captain or the ship responsible for transportation to the original destination should the ship not reach it.

I take full responsibility for the necessities and costs relative to my entry and exit of the countries visited by the ship.

I will make myself familiar with the location and operation of all safety equipment and fire extinguishers aboard the ship.

I will seek to learn all aspects of seamanship by reading appropriate manuals and books aboard, and by asking for help from the captain and other crew. The responsibility is fully mine to learn and to ask to be taught any skills I feel I am not mastering.

If there is anything happening aboard the boat about which I am uncomfortable, I will discuss with those concerned as soon as possible, understanding that resentment is much more serious aboard than ashore.

I agree to share all work aboard, and obey all lawful orders given to me at all time.

I agree to pay 100 Euros a week for the captain to use on the running of the boat as he sees fit, plus I agree to contribute to the food kitty, equally to all others on board.

I am aware that there are risks inherent in sailing that may cause substantial injury or death, and I fully assume them with no inducement.

I, or my heirs, next of kin, legal representatives, successors and assigns, in consideration of my acceptance as a crew member aboard the ship, do hereby waive any and all claims which I may have against the Sailing Yacht Karaka II, Hong Kong license 11285, its owner Thomas Alexis Serge Blancart, French passport # 07CI02484, arising out of, or in any way connected with my participation as a member of the crew of the ship.

I confirm that I am a co-participant in a private leisure activity, not a passenger nor an employed sailor.

This agreement shall be governed by the laws of Hong Kong SAR, France, or the country of origin of the crew member; whichever is more appropriate and practical.

Crew member: _____

Signature: _____

Date: _____

Owner/captain: Thomas Blancart

Signature: _____

Date: _____