

Keewaydin Shuttle and Island Operations

All Passengers and Visitors must agree and abide by these Terms and Conditions

Per Coast Guard regulations, the captain or his designate is in complete charge of the vessel. Passengers must always follow his or her directives. Passengers who disregard these directives may be removed from the vessel at the sole discretion of the captain.

No PASSENGER should address their concerns to any member of the crew of the Keewaydin Queen III. Any issues regarding the conduct of the Keewaydin operations or conditions on the Island should be directed to Mitch Johnson or the President of the Master Association. Residents and non-resident members are responsible for the conduct of their guests. Violations of the above will result in riding privileges being revoked without recourse.

Assumption of Risk, Waiver, Release, Indemnification and Hold-Harmless Agreement

Windstar on Naples Bay Master Association, Inc. ("Association") and Mariner Services Inc. ("Manager") provide ground transportation services to and from the Windstar Club to the Windstar Club Main Dock, and water transportation services to and from the Windstar Club Main Dock and Keewaydin Island. The Association may also provide kayaks and other watercraft for use on and around the Island. While use of the transportation services, watercraft, Club, Marina and Island are meant for pleasurable recreational purposes, there are risks of harm inherent to the activity and locations. The Association and Manager take measures to make the transportation services, watercraft and locations safe, but it is impossible to eliminate all risk, including, but not limited to, trip and falls, jostling in a vessel upon water, collisions, drowning, medical risks associated with limited facilities upon a watercraft and island, unexpected failure of equipment, judgement errors by staff and erratic behavior by other participants. The possible harm that a participant might foreseeably suffer, include, but are not limited to, minor, major, and even catastrophic body and/or property injuries, death, and emotional distress for participants and/or their families resulting therefrom. These injuries could significantly impact an individual's well-being, lifestyle and current and future careers. The participant(s) named in this document or booking, by taking part in the above referenced activities, for good and valuable consideration, the receipt and sufficiency of which acknowledged, on his/her own behalf and on the behalf of his/her spouse, relatives, significant other(s), heirs, personal representatives, assigns and any minors in his/her custody and control who he/she allow to participate in these activities, being fully aware of the inherent risks and potential for harm, release, waive, and discharge the Association and Manager, its directors, officers, employees, volunteers, independent contractors, agents and equipment providers, from any and all liability and any and all claims whatsoever arising from his/her voluntary participation in the foregoing activities and his/her decision to allow any minor in his/her custody and control to participate in the activity. The participant covenants not to sue the Association and/or Manager, its directors, officers, employees, volunteers, independent contractors, agents and equipment providers for any and all such claims and agrees to indemnify and hold them harmless from any and all such claims and any and all costs arising from and/or related to such claims.

No-Show Fees and Suspension

Reservations must be made at least 24 hours in advance and may not be made more than 30 days in advance. Reservations are limited to six (6) persons per household. For the beach day trips, cancellations of all or partial group must be made by 4pm the day before your trip or you will be considered a "no show". No shows will result in a \$10/pp fine and will lead to suspension of shuttle reservation privileges for the current season if either unpaid, or repeated a second time.

Cancellations by 4 pm the prior day may be made as follows: 1) by phone to 239-307-9898 (call or

text); 2) by e mail to windstarboat@gmail.com; or 3) by cancelling on the Bookeo/Windstar site. For trips where a charge is made, no shows will be charged the posted amount.

Tipping Guidelines

Tipping is an important part of our crew's compensation. While not required, a tip of \$5.00 per adult passenger is recommended.