

TICKET CONTRACT

PACIFIC OPEN WATER SWIM CO. GENERAL TICKET TERMS & CONDITIONS

THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND PACSWIMCO (DEFINED BELOW). PLEASE READ THEM CAREFULLY, AS WE ARE BOTH BOUND BY THEM. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THIS IS A CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS, PARTICULARLY CLAUSES TITLED 'WAIVER AND RELEASE' AND 'COVENANT NOT TO SUE' LIMITING OUR LIABILITY AND YOUR RIGHT TO SUE OR ARBITRATE. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

THIS TICKET CONTRACT ALSO CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION AND CERTAIN LIMITATIONS AND FEES FOR SWIM MODIFICATIONS.

PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY. WE STRONGLY SUGGEST YOU SEEK YOUR OWN LEGAL COUNSEL TO REVIEW THE TERMS, CONDITIONS, LIMITS, RIGHTS AND EXCLUSIONS BELOW BEFORE ENTERING INTO THIS CONTRACT.

All headings/titles set forth in this Ticket Contract are for convenience only and have no separate meaning or effect.

1. DEFINITIONS

The terms "Ticket" and "Swim Confirmation" refer to the document issued by PacSwimCo for the Swim.

The terms "You", "Your", "Crew" and "Guest" refer to a passenger on the Boat and includes every person named on the face of the Ticket, the person purchasing the Ticket, and all invited passengers of the Swim traveling under this Ticket Contract, including any accompanying minors, and each person's heirs and personal representatives. Your acceptance of this Ticket Contract represents Your acknowledgment and acceptance of these terms and conditions for You and for all other persons traveling under this Ticket Contract, all of whom accept and agree to all the terms and conditions set forth herein. The terms "Guest" and "Guests" refer to a passenger on the Boat and include every person named on the face of the Ticket or identified by You as being an invited passenger or crew of the Swim.

The terms "We", "Us", "Our", "PacSwimCo" and "Carrier" mean Altos Pacific LLC (dba Pacific Open Water Swim Co.), its parent, subsidiaries and affiliates, as well as the owner of the Boat, and its affiliates. For purposes of the defenses, limitations of liability and the rights of the Carrier set forth in this Ticket Contract only (but not with respect to any obligations herein or duty to provide Passage), "Carrier" also includes the Boat as defined below (or any substituted Boat), the Boat's owners, operators, managers, charterers, and agents, any affiliated or related companies of Altos Pacific LLC and in the case of each such entity, their owners, officers, partners, crew, pilots, agents or employees, and all concessionaires, independent contractors, boatbuilders and manufacturers of all component parts, launches, craft or facilities, whether provided at sea or onshore, belonging to any such Boat or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

The term "Ticket Contract" means the Ticket, including the terms and conditions which are set out in this document, which form this Ticket Contract for the Swim.

The term "Swim" means the itinerary and all services to be supplied by Us to You and described in the Ticket.

The term "Attempt" means the Swim carried out in accordance with the Ticket Contract.

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The terms “Boat” and “Vessel” mean the vessel(s) chartered, operated, or provided by Us as the Carrier on which You, as Our guest, will be traveling, any substituted Boat or any other means of conveyance controlled by PacSwimCo during the Swim.

The term “Boarding Location” means the location of embarkation where Passage begins such as a port, harbor, wharf, anchorage, dock or similar location.

The term “Ending Point” means the location of disembarkation where Passage ends such as a port, harbor, wharf, anchorage, dock or similar location.

The term “Escort Vessel” means the vessel chartered, operated, or provided by Us as the Carrier and/or any substituted Boat for Your Passage and which will navigate and pilot the course defined in Your Swim and Swimming Activities.

The term “Swim Support” means the services that We agreed to provide in Your Ticket confirmation or those We may provide as requested by You during Your Swimming Activities. This may include providing navigational information, vessel traffic information, observable weather and sea conditions, and/or assistance to You and Your Crew to deliver Your food, water, or equipment to be used by You during Your Swimming Activities.

The term “Captain” means the Master of the Boat or any person who acts under his/her authority.

The term “Passage” and “Transport” means all water transportation aboard the Our Boat(s) from the Boarding Location to the Ending Point which We agree to provide You pursuant to this Ticket Contract.

The term “Base Fare” means the minimum charge for the Ticket as specified in Your Ticket Confirmation.

The term “Total Fare” means the total charge for the Ticket, including the Base Fare, optional facilities, optional services, fees, and personal charges.

The term “Venue” means the geographic location and/or body of water where a Swim occurs.

The term “Swimming Activities” means any activities on or near the Boat; near where the Boat is located; or at the Venue where the Boat is operating including but not limited to swimming, diving, crewing, spectating, observing, supporting, coaching or assisting in some way related to Your Attempt.

2. NON-TRANSFERABILITY/BINDING EFFECT

Your Ticket is valid only for You and the Guests You specifically named while registering. This Ticket may not be sold or transferred without the written approval of PacSwimCo. If a request for modification of the Ticket is approved, payment of the Modification Fee as detailed in the clause below labeled ‘SWIM MODIFICATIONS’ is required for the modification to be fully authorized. The Terms and Conditions of this Ticket Contract are binding on, and confer benefits to You and Your Guests, Your spouses, heirs, executors, administrators, personal representatives, dependents and next of kin.

IMPORTANT: YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED BY AND ON BEHALF OF ALL GUESTS (INCLUDING CHILDREN) NAMED ON THE TICKET OR INVITED ABOARD OUR BOAT BY YOU TO AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE TICKET AND TO BIND ALL SUCH GUESTS TO THE TICKET CONTRACT.

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3. EMBARKATION

You are required to be at the Meeting Location at the Meeting Time specified on the Ticket or, if adjusted by PacSwimCo, at the revised time/date as advised by PacSwimCo and sent via electronic messaging (SMS or email).

At the specified Meeting Time and Location, You are responsible for having all necessary equipment, food, feeds, potable water, beverages, swimmer lighting, medicines, and all other ancillary sundries required for the Attempt aboard the Boat before Our scheduled departure. If You are denied boarding for failing to comply with the requirements of this Ticket Contract, PacSwimCo shall not be liable to refund any portion of Your fare or for any other damages or expenses whatsoever.

You agree that should the actions or inactions of You or Your Guests result in the Boat not departing at the time scheduled, PacSwimCo may assess a Late Departure Fee of \$125 per hour, in one-hour increments, to You for any departure that is delayed more than 15 minutes beyond the scheduled and published 'Meeting Time', to cover the costs levied against PacSwimCo by third parties as agreed and liquidated damages.

All Late Departure Fees shall be paid before leaving the dock. Your late arrival may also constitute cancellation according to the terms detailed in the clause labeled 'CANCELLATION POLICY'.

4. BASE FARES AND ADDITIONAL SERVICE PRICING

	SF ADVENTURE SWIMS	SF TRAINING SWIMS	SF MARATHON SWIMS (RTAI/3-ROCKS/SF CIRC/Etc.)
Base Swim Fare	As Quoted ("AQ")	AQ	AQ
Amount Due at Time of Booking	100%	100%	50%
Base Fare Swim Services Review Your Swim Confirmation for the specific service offering/details of Your Swim as there may be adjusted services or modifications to the services identified here.	Passage and pilotage for one (1) Swimmer for each swim attempt. Guests/crew may be permitted by Us at an additional fee but require Our approval before registration. Piloting to be performed by a USCG licensed Captain/Master; Base Fare includes an escort vessel; fuel; navigational guidance; weather/water observations; vessel safety briefing and limited on-deck accommodations; If guests are permitted, an additional fee will be charged as quoted, the total number of guests aboard our Boats is limited to a maximum of six (6) per USCG regulations or the number specified by PacSwimCo.		Passage and pilotage for one (1) Swimmer and one (1) Crew Member for a solo marathon swim attempt; Piloting to be performed by a USCG licensed Captain/Master; Fare includes an escort vessel; fuel; navigational guidance; weather/water observations; vessel safety briefing, and crew on-deck accommodations; If you've elected to have Your attempt observed by the Northern California Open Water Swimming Association, there's no additional charge for one (1) observer seat, however, the total number of Guests aboard our Boats are limited to a maximum of six (6), per USCG regulations or limited to the number specified by PacSwimCo.
Guest Fee	AQ	AQ	AQ

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Optional Crew Service Fee <i>'Simply show up and swim...'</i> PacSwimCo manages and provides crew services for Your swim: Feeds, support, and all on-deck Attempt services.	AQ	AQ	AQ
Personalized Training Plan¹ Private consultation and customized training plan for a particular 'Goal Swim'.	AQ	AQ	AQ
Modification/Change Fee Administrative Fee, upon approval of modifications, for changes to dates, courses, and/or swimmers.	\$75 per approved modification request	\$125 per approved modification request	\$125 per approved modification request

5. TOTAL FARE

We acknowledge receipt of payment by You of the Total Fare and We agree to transport You and provide the services specifically identified and detailed in Your Ticket only in accordance with all of the terms, conditions, limitations and exceptions contained in this Ticket Contract. Neither does the Base Fare or Total Fare include fuel surcharges, fees or charges imposed by governmental or quasigovernmental authorities, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, medical condition, or medical debark, for which separate charges may be imposed. Transfers to and from the Boat are also not included. Optional Facilities and Services, provided by independent contractors and third-party providers, may be added by agreement to constitute a Total Fare, subject to all of the terms and conditions of this Ticket Contract regarding Our liability.

Offers may not be combined with any other sale, promotion, discount, code, credit, coupon, and/or offer. Valid discount codes are applicable toward Base Swim Fares only. Promotions and/or offers have no cash value. Offer cannot be sold or otherwise bartered. All offers are also subject to availability and may be changed or withdrawn at any time. PacSwimCo reserves the right to collect the rate in effect at the time of the Swim, including, but not limited to, the fact that if the Guest is on a waitlist and is subsequently confirmed, such confirmation will be subject to Base Fares in effect on the date that the Attempt is confirmed.

6. SWIM DURATION

ALL EVENTS ARE LIMITED IN DURATION, WHETHER THE DURATION TIME IS PUBLISHED OR NOT. Our Base Swim Fare pricing accommodates Swim durations that permit an experienced open water swimmer to complete a particular course in average conditions (based on Our experience), but there are occasions wherein swimmers cannot complete their Swim within this allotted duration for a variety of reasons. If You are unaware of what Your Swim's Duration is or are concerned about the amount of time it will take to complete a course at Your pace, You may request this information from Us at any time to ensure that You will have the opportunity to complete the Course of Your choosing.

You agree that the timing of Swim duration begins at the time You enter the water. When You are approaching the duration limit, we will advise You that You are nearing the limit. When the Duration has elapsed, we will request You re-board the Boat at which time Your Swim shall be

¹ Due at the time of Registration

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considered complete and We shall have no liability for refund, payment or compensation of any kind or credit, except as provided herein.

If You are offered a Swim Duration extension by Us during Your Swim and You agree to it, You agree to incur an additional fee, incurred in 1-hour increments at a rate of \$125/hour. You agree that any such accrued duration fees shall be paid by You in full before disembarking.

7. FUEL SURCHARGES

Fuel on San Francisco Bay is extremely expensive. Our Base Fares are factored in advance of Your Attempt for a fuel expense up to \$6.50/gallon for 89-Octane Fuel at our primary fueling location, City Yachts & Gashouse Cove Marina in San Francisco (hereafter "Gashouse"). Fuel prices as of this update are \$5.99/gallon.

You understand and agree that fuel surcharges may be added at any time to Your Total Fare. You agree that if the price of 89-Octane fuel displayed on the fuel pump at Gashouse exceeds \$6.50/gallon on the day of Your attempt, a fuel surcharge is payable by You to Us before debarking, even if the Total Fare has been paid in full. The fuel surcharge shall be calculated according to the following table:

FUEL SURCHARGES

SF ADVENTURE SWIMS	SF TRAINING SWIMS	SF MARATHON SWIMS
Gashouse Gas Pump Price: ≥\$6.49/gal: +10% of Base Fare ≥\$6.74/gal: +12% of Base Fare ≥\$6.99/gal: +14% of Base Fare	Gashouse Gas Pump Price: ≥\$6.49/gal: +10% of Base Fare ≥\$6.74/gal: +12% of Base Fare ≥\$6.99/gal: +14% of Base Fare	Gashouse Gas Pump Price: ≥\$6.49/gal: +12% of Base Fare ≥\$6.74/gal: +14% of Base Fare ≥\$6.99/gal: +16% of Base Fare

8. CARBON OFFSET FEES

In 2021, We have made a significant investment in cleaner-burning engines in a majority of our escort vessels. Nonetheless, our Carbon Offset Fee is a voluntary fee which allows You to 'offset' or counterbalance the emissions produced by the fossil fuels burned by our escort vessels during Your Swim. Operating a gasoline driven vessel produces polluting gasses which are harmful to the environment, though this program focuses on the most prolific (and recognizable) one, carbon dioxide "CO2".

We have estimated the required fuel burn for each of our vessel(s) for each Swim, converted it to the anticipated/expected CO2 released ("CO2e"), and then calculated how many mature trees would be required to absorb this CO2 release in 1-year (+/-). We will match Your contribution, dollar for dollar, for all Carbon Offset Fees and forward these funds to 'One Tree Planted' a 501(c)3 non-profit to plant those equivalent number of trees in California (Tax ID #46-4664562). Trees take approximately 10-years to mature and then absorb approximately 48-lbs of CO2 per year. When You consider the expected life of a tree, this effectively means You will be 'paying it forward' in a significant way. This is a great way to remove future CO2 from the environment, reduce Your carbon footprint, and exponentially remove more CO2 than the amount emitted during Your Swim.

EXAMPLE (ESTIMATED) CARBON-DIOXIDE EQUIVALENT OFFSETS

COURSE	CO2e Produced	CO2e Offset Fee	Number Of Trees	Your Contribution: CO2e Removed in 5-Years (as Mature Tree)	Our Combined CO2e Removed in 5-Years (as Mature Tree)	Our Combined CO2e Removed in 40-Years (as Mature Tree)
Alcatraz Escape	84.9-lbs	\$3.75	3	720-lbs	1,440-lbs	11,520-lbs

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Bridge to Bridge	137.6-lbs	\$5.00	4	960-lbs	1,920-lbs	15,362-lbs
Prison to Prison	210.8-lbs	\$8.75	7	1,680-lbs	8,400-lbs	67,200-lbs

9. PAYMENTS

All payments made by You to Us or any payment processor of Ours shall be made in the currency of the United States of America, are non-refundable, and shall be retained by Us.

All charges for services and products provided before, during, or after Your Attempt must be settled in cash, by personal check, PacSwimCo voucher, or charged to a credit/debit card acceptable to Us before You disembark according to the schedule below. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand.

PacSwimCo accepts no responsibility for wire transfer fees or credit card processing fees independently assessed by payment processors, issuing or receiving banks. None of these transaction fees separately charged accrues to the benefit of PacSwimCo.

Payments made to Us will incur additional fees according to the following schedule:

PAYMENT FEES

	Personal Check/Cash	Credit/Debit Card (US)	Credit/Debit Card (International)	Wire Transfer (US)	Wire Transfer (International)
Payment Transaction Fees (Send or Receive)	No Transaction Fees	3.49% + \$0.49	4.99% + \$0.49	\$40	US\$60
NSF/Returned Check Fee	\$65	N/A	N/A	N/A	N/A
Availability	SF Marathon Swims Only	All Swim Types	All Swim Types	All Swim Types	All Swim Types

10. VOUCHERS

Vouchers issued by Us have no cash value and therefore shall also not be refundable under any circumstance. Vouchers do not expire. Vouchers are transferable by You to others and, because of this, We strongly suggest You treat Your voucher like cash as we are unable to refund or replace vouchers if lost or are used by others.

You may use a PacSwimCo voucher to pay for a Swim Total Fare or any portion of a Total Fare. The portion of a voucher applied toward a Swim is bound by the conditions of this Ticket Contract exclusively. Please contact Us before registration so Your voucher is applied properly.

If We issue a voucher for a Swim that was postponed, delayed, terminated, partially canceled, or entirely canceled, You understand and agree that there is no guarantee that You will be able to apply the Voucher toward a mutually agreeable Swim, service offering, course, or date/time in the future.

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11. TOTAL FARE PAYMENT SCHEDULE

The following schedule of payments specifies the payments and due dates for Your Swim. Additional Fees incurred shall be divided equally and added to each scheduled payment or as specified at the time of purchase.

	SF ADVENTURE SWIMS	SF TRAINING SWIMS	SF MARATHON SWIMS
First Payment (Due w/Registration)	100%	100%	50% of Total Fare + 50% of additional services (if any)
Final Payment Option 1: CC via PayPal (Due: 7-Days before Swim) Option 2: Cash Only (Due: Day of Your Swim)	N/A	N/A	Remaining Balance of Total Fare

12. NON-PAYMENT CANCELLATION

Your ticket may be automatically canceled due to Your failure to pay Your Total Fare or make payments according to the payment plan identified in the clause above titled 'TOTAL FARE PAYMENT SCHEDULE'. There is no grace period for missed payments. As a result of a cancellation, the date You reserved shall be made available to others without liability by Us and We have no obligation to notify You of cancellation due to nonpayment. The date of cancellation due to nonpayment shall be the due date of the missed payment and all applicable cancellation penalties and charges identified above shall be imposed.

13. SWIM MODIFICATIONS

Under certain circumstances and with Our approval only, Your Swim may be modified, transferred, or assigned by You. However, We make no guarantee of the availability of a Swim at a date or time different than that initially reserved. Also, some Swims may not be modified, transferable or assignable and we reserve the right to refuse modifications, transfers and/or assignments for any reason. Lastly, You are not entitled to modify Your Swim in any manner except as provided in this section.

No reservations or revised Tickets will be issued on a binding basis unless We, as the Carrier, receive the required payments according to the payment terms of this Ticket Contract and the Modification/Change Fee is paid. We reserve all rights concerning the pricing and payment of the Total Fare. Certain changes to Your reservations may constitute a cancellation and are therefore subject to cancellation charges/fees as outlined in the clause below titled 'CANCELLATION POLICY'. We also reserve the right to change prices for any aspect of Your Ticket and any revised Total Fares and payment terms will need to be approved by You before issuance of a revised Ticket. You are responsible for any additional costs incurred as a result of these changes.

IMPORTANT: ANY CHANGES TO A SWIM THAT RESULT IN THE IMPOSITION OF AIRLINE OR OTHER CANCELLATION FEES ARE YOUR RESPONSIBILITY. NO REFUND, PAYMENT, COMPENSATION OR CREDIT OF ANY KIND WILL BE MADE FOR UNUSED OR PARTIALLY USED PORTIONS OF THE PASSAGE, SWIM, OR SERVICES, EXCEPT AS SPECIFICALLY OUTLINED IN THIS TICKET CONTRACT. IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN AND HAVE AVAILABLE WHEN NECESSARY THE APPROPRIATE VALID TRAVEL DOCUMENTS, INCLUDING WITHOUT LIMITATION, COVID-19 SCREENING, PASSPORTS, VISAS, PROOF OF CITIZENSHIP, RE-ENTRY PERMITS, MINOR'S PERMISSIONS, MEDICAL CERTIFICATES, AND ALL OTHER DOCUMENTS.

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14. CANCELLATION POLICY

You may cancel Your Swim at any time before the date of Your Swim for any reason but there are substantial penalties for canceling. We strongly suggest You always consider rescheduling Your Swim instead of canceling. Please contact Us to discuss this option. In all cases, rescheduling requires an administrative fee (See Clause titled “SWIM MODIFICATIONS” above for more information) but it’s almost always financially advantageous to do so, if possible.

You understand and agree that losses sustained by Us in the event of You canceling Your Swim would be very difficult or impossible to quantify and that the fees outlined in the below Cancellation Fees tables represent a fair and reasonable assessment as liquidated damages (hereafter collectively referred to as “Cancellation Fee”). Since a cancellation likely means a diminished opportunity to sell the same space to other swimmers, the Cancellation Fees in the tables below apply regardless of resale of the Swim or any additional components. There shall not be any refund, payment, compensation of any kind or credit for cancellation except as provided in this Ticket Contract.

SF ADVENTURE AND TRAINING SWIM CANCELLATION FEES

Date of Notification	CANCELLATION FEE
120-Days + Prior to Swim Date	50% of Total Fare
90 to 119-Days Prior to Swim Date	75% of Total Fare
Less than 90-Days Prior to Swim Date	100% of Total Fare

SF MARATHON SWIMS CANCELLATION FEES (RTAI/3-ROCKS/SF CIRC)

Date of Notification	CANCELLATION FEE
120-Days + Prior to Swim Date	25% of Total Fare
90 to 119-Days Prior to Swim Date	50% of Total Fare
Less than 90-Days Prior to Swim Date	100% of Total Fare

All cancellation requests must be made via <https://www.pacificswim.co/cancel/> or in writing via the United States Postal Service (“USPS”) to Our address below. Electronic messages (email, text, etc.), phone calls, or a person-to-person discussion **shall not serve** as notification of cancellation.

Cancellation submissions via <https://www.pacificswim.co/cancel/> are typically confirmed via email within 10-minutes. In the event You do not receive an email confirmation of Your Swim Cancellation submission or the service is unavailable, You are required to notify Us of Your cancellation in writing via USPS. We do not guarantee the availability of PacSwimCo.com or the functionality of the cancellation form on PacSwimCo.com. If advising Us of cancellation in writing, the date of notification shall be the stamped date applied upon a Certificate of Mailing by the USPS (or certified, equivalent proof of mailing if You do not reside in the United States) only.

If You notify Us of swim cancellation, we will issue You a voucher (within 30-days of cancellation) for any remaining balance You have after the cancellation fee is subtracted from the actual amounts paid by You toward Your total fare, less the value of any services or products You have received in full and transaction fees.

We reserve the right to consider this Ticket Contract as canceled and the applicable fare forfeited if i) You do not use this Ticket Contract for Your Swim on the date/time/location identified on Your Ticket; ii) You arrive more than 15-minutes late for Your scheduled Meeting

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Time; iii) You don't show up for Your Swim; iv) Should this Ticket Contract become lost or mislaid; or v) You use this Ticket Contract for only part of the Swim for any reason, whether or not due to causes beyond Your control.

15. REFUNDS

YOU UNDERSTAND AND AGREE THAT THERE ARE NO REFUNDS, UNDER ANY CIRCUMSTANCE OR FOR ANY REASON OTHER THAN THOSE IDENTIFIED IN THIS TICKET CONTRACT.

16. PACSWIMCO'S DISCRETION

We reserve the right at any time, without notice or liability for refund, payment or compensation of any kind or credit except as provided herein, to postpone the date and/or time of departure or arrival, delay, terminate, partially cancel or fully cancel any Swim or portion of a Swim, change the Boarding Location or Ending Point, shorten the Swim, substitute the Boat and/or change or substitute any component of the Swim, including but not limited to Our additional service offerings. If We make any of the changes described herein, We will be responsible to You as follows in full and final settlement of all claims and liabilities of PacSwimCo in connection with such actions;

- a. **Postponement** – If we postpone a Swim or any portion of a Swim or are unable to commence, perform and/or complete any duty owed to You because of an Act of God, weather, wind, surf/swell, lightning, restricted visibility, unhealthy air quality (e.g., AQI >150 due to wildfires or other causes), unhealthy water conditions, pandemic, war or warlike operations, terrorist activities, civil commotions, traffic congestion, labor difficulties whether or not PacSwimCo is a party thereto, interference by authorities, requisitioning of the Boat, political disturbance, inability to secure or failure of supplies (including fuel and Boat(s)), perils of the sea, collision, foundering of the Boat, commercial vessel traffic, power outage, unavailability of USCG Vessel Traffic Service, explosion, riot, protests, insurrection and governmental restraint, fire, or any other cause whatsoever beyond Our reasonable control, We will issue You a non-expiring voucher equal to the portion of the amount You have paid toward Your Total Fare after the full value of any transaction fees, services and/or products You have received from Us has been subtracted. If You applied a voucher toward Your postponed Swim, we will re-issue a new Voucher for the amount paid (within 30-days of the postponement).
- b. **Delays** – If a Swim or any portion of Swim is delayed due to an unresolved mechanical failure, You are entitled, at Our option, a Swim or portion of a Swim of equal value or duration at a mutually agreeable date/time, or We will issue You a non-expiring voucher equal to the portion of the amount You have paid toward Your Total Fare after the full value of any transaction fees, services and/or products You have received from Us has been subtracted. If You applied a voucher toward Your delayed Swim, we will re-issue a new Voucher for the amount paid (within 30-days of the delay).
- c. **Early Termination** - If the Passage is terminated early due to an unresolved mechanical failure or caused by our crew, equipment, or Boat, You are entitled, at Our option, to transportation to the Boat's scheduled port of disembarkation. Furthermore, We will issue You a non-expiring voucher equal to the portion of the amount You have paid toward Your Total Fare after the full value of any transaction fees, services and/or products You have received from Us has been subtracted. If You applied a voucher toward Your terminated Swim, we will re-issue a new Voucher for the amount paid (within 30-days of termination).

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- d. **Partial Cancellation Prior to Departure** - If We cancel a component or portion of Your Swim before it has started, We will (within 30-days of cancellation) refund the portion of the canceled component/portion that We have received less any services or products You have received or realized before cancellation and transaction fees unless You used a voucher to pay for these services or products. If You used a voucher, we will re-issue a new Voucher for the amount paid (within 30-days of partial cancellation).
- e. **Swim Cancellation Prior to Departure** - If We cancel the entire Swim before it has started and do not offer to reschedule it, We will issue You a refund (within 30-days of cancellation) for any amounts You have paid toward Your Total Fare after the full value of any transaction fees, services and/or products You have received from Us has been subtracted. If You applied a voucher toward Your Total Fare, we will re-issue a new Voucher for the amount paid (within 30-days of cancellation).

17. GUEST'S WARRANTIES AND OBLIGATIONS

You warrant that You and all Guests traveling with You are physically, emotionally and otherwise suitably fit to undertake the passage and participate in the activities identified on Your Ticket; that You and They have received all medical evaluations necessary for Your safety and for the type of Passage and Swim Activities You have reserved; that You and They accept sole responsibility for Your conduct and actions while participating in the Swim and Swimming Activities; that You and They will at all times comply with the Boat's rules and regulations and orders and directions of the Boat's captain, crew and staff, and that Your conduct will not impair the safety of the Boat or jeopardize or inconvenience Yourself or other Guests.

PacSwimCo is dedicated to providing a comfortable Swim experience for all its Guests. PacSwimCo does not discriminate against any person based on disability and shall make every effort to accommodate the needs of persons with disabilities. Guests acknowledge and understand that certain local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. In the event of an emergency, all Guests must be fully mobile and able to exit the Boats safely. If You or Your Guest is unable to meet the minimum safety requirements, even when provided with appropriate auxiliary aids and/or services, We may find it necessary to ask the Guest to make alternative travel arrangements.

PacSwimCo is a non-smoking company. Smoking or vaping is not permitted anywhere on the Boat. All Guests must observe the non-smoking policy. If there is a violation of the non-smoking policy, the Captain will abort the swim and debark You and Your Guests without a refund.

We may, without liability for any refund, payment, compensation or credit of any kind, refuse to embark, or may disembark or limit the activities during the passage at any time or at any port of any Guest whose presence, or that of any accompanying child, in the opinion of PacSwimCo or the Captain, may be detrimental to the comfort, enjoyment or safety of other persons, or who, in PacSwimCo's or the Captain's opinion, might create a risk of harm to himself/herself or any other person. In such cases, the Guest shall not be entitled to any refund of the Total Fare or any payment, compensation or credit whatsoever.

ANY CHANGES TO A SWIM THAT RESULT IN THE IMPOSITION OF AIRLINE OR OTHER CANCELLATION FEES ARE YOUR RESPONSIBILITY. NO REFUND, PAYMENT,

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COMPENSATION OR CREDIT OF ANY KIND WILL BE MADE FOR UNUSED OR PARTIALLY USED PORTIONS OF THE PASSAGE, SWIM, AIR OR LAND PROGRAMS, EXCEPT AS SPECIFICALLY OUTLINED IN THIS TICKET CONTRACT. IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN AND HAVE AVAILABLE WHEN NECESSARY THE APPROPRIATE VALID TRAVEL DOCUMENTS, INCLUDING WITHOUT LIMITATION, COVID-19 SCREENING, PASSPORTS, VISAS, PROOF OF CITIZENSHIP, RE-ENTRY PERMITS, MINOR'S PERMISSIONS, MEDICAL CERTIFICATES, AND ALL OTHER DOCUMENTS.

18. SWIMMING ABILITY REQUIREMENTS

You hereby acknowledge and represent that You have the experience and ability to do and will employ the following during Your Swim: (a) swim the course distance and expected duration confidently and non-stop using the front crawl or forward crawl ("freestyle") only; (b) primarily use the Freestyle stroke on Your Swim (>95% of the time) unless an alternate stroke Swim has been agreed to by Us, in writing; (c) look up from Your stroke to identify Your surroundings and swim/guide/navigate yourself ("sight") in direction of the objects or landmarks identified by Us during Your Swim; (d) the pace You represent on Our registration page is the actual pace You can readily, regularly, and easily maintain during a 10 x 100-yd swimming set in a pool with no more than 15-second breaks between 100s; (e) if You have corrective vision glasses worn for driving or other daily use, You will bring and use corrective vision swim goggles on Your swim so You can sight effectively; (f) You will accept the determination of the Master of the escort Vessel or Our crew about Your ability to swim according the conditions outlined above and exit the water when and if instructed for the duration they instruct.

19. ACKNOWLEDGEMENT OF SWIMMING RISKS

YOU HEREBY ACKNOWLEDGE AND REPRESENT THAT YOU UNDERSTAND THAT OPEN WATER SWIMMING IS AN INHERENTLY PHYSICAL AND STRESSFUL ACTIVITY, EVEN UNDER THE BEST OF CIRCUMSTANCES.

YOU ALSO REPRESENT THAT YOU ARE FULLY AWARE OF THE INHERENT RISKS ASSOCIATED WITH THE SPORT OF SWIMMING. YOU UNDERSTAND AND ACCEPT THAT YOUR PARTICIPATION IN YOUR ATTEMPT, AND SWIMMING ACTIVITIES IN GENERAL, INVOLVES RISKS AND DANGERS WHICH INCLUDE WITHOUT LIMITATION, THE POTENTIAL FOR SERIOUS BODILY INJURY, SICKNESS AND DISEASE, PERMANENT DISABILITY, PARALYSIS AND DEATH (FROM DROWNING OR OTHER CAUSES); LOSS OF OR DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT; EXPOSURE TO EXTREME CONDITIONS AND CIRCUMSTANCES; ACCIDENTS INVOLVING OTHER PARTICIPANTS, STAFF, VOLUNTEERS OR SPECTATORS; CONTACT OR COLLISION WITH NATURAL OR MANMADE OBJECTS; DANGERS ARISING FROM ADVERSE WEATHER CONDITIONS; IMPERFECT WATER CONDITIONS; WATER AND SURFACE HAZARDS; COLD WATER; FAST-MOVING CURRENTS; FACILITY ISSUES; EQUIPMENT FAILURE; INADEQUATE SAFETY MEASURES; PARTICIPANTS OF VARYING SKILL LEVELS; SITUATIONS BEYOND THE IMMEDIATE CONTROL OF PACSWIMCO; AND OTHER UNDEFINED, NOT READILY FORESEEABLE AND PRESENTLY UNKNOWN RISKS AND DANGERS ("RISKS").

YOU UNDERSTAND THAT THESE RISKS MAY BE CAUSED IN WHOLE OR IN PART BY YOUR ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN SWIMMING ACTIVITIES OR YOUR ATTEMPT, OR THE NEGLIGENT ACTS OR OMISSIONS OF PACSWIMCO, AND YOU HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES,

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LOSSES OR EXPENSES THAT YOU INCUR AS A RESULT OF YOUR PARTICIPATION IN YOUR ATTEMPT AND ALL SWIMMING ACTIVITIES.

You represent that You are in excellent health, properly acclimated, experienced, and in the physical condition necessary to safely participate in Your Swim and You will notify Us in writing if this changes before the time/date of Your Attempt.

You agree that, before Your Swim, You will have completed an examination by a licensed physician to specifically review Your health as it relates to the challenges of open water swimming and the challenges of open water swimming in San Francisco Bay and the surrounding environs.

You warrant that, before Your Swim, Your physician has been made aware of the details of Your Swim, the course length You will be attempting, the expected duration of Your Attempt, the typical water temperatures (48°F - 68°F / 8.9°C - 20°C), and typical air temperatures of (25°F - 107°F / -3.9°C - 41.7°C) of the swim courses PacSwimCo offers. If You are unaware of the expected duration of Your Swim, You must contact Us before contacting Your Physician for this information.

You warrant that before Your Swim, Your physician has explicitly approved of Your participation in Your Swim without limitation, condition, or exception.

You warrant that You are sufficiently experienced and properly conditioned to be exposed to cold water, sun, and the other elements of nature found in San Francisco its associated environments for prolonged periods and at least for the expected duration of Your Swim. Lastly, You further agree that it is Your sole responsibility to determine whether You are indeed sufficiently experienced, fit, prepared, able and healthy enough to participate in Your Attempt.

You understand and accept that due to the nature of travel by sea and the locations visited, the availability of medical care may be limited or delayed, and emergency medical care and evacuation may not be available from every destination to which the Boat departs.

The hazards of Your Passage and Swim include dangers occurring during travel aboard Our Boat(s) including, but not limited to, slipping or falling while onboard, being cut or struck by a vessel while in the water, injuries occurring while getting on or off Our Boat, and other perils of the sea. Your risk of injury could be significant, including the potential for dental injuries, cuts/abrasions, hematomas, broken bones/sprains, serious injury, permanent paralysis, coma or death.

You are required to advise Us in writing, within fourteen [14] days of registration if You are a Guest with Special Needs and must bring and be responsible for all necessary items related to Your condition. If any such condition arises after the Passage is booked, You are required to advise Us in writing immediately via the mailing address below. Electronic communication in any form (email, text, telephone) does not constitute notification of Your condition.

You are required to advise Us in writing, within fourteen [14] days of registration if You require the use of a wheelchair, other special equipment or a service animal and understand and agree that We may not be able to accommodate Your needs aboard our Boat(s).

A certificate of fitness may be required for certain Guests who purchase Passage and/or intend

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to participate in Swimming Activities. Guests acknowledge and understand that certain safety requirements, Boatbuilding standards, and/or applicable regulations involving design, construction or operation of the Boat may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs.

Failure to obtain a certificate of fitness when required as described above, or Your attempt to bring on the Boat equipment not permitted onboard may result in denial of embarkation and forfeiture of the applicable Total Fare and in such event, We shall have no liability for refund, payment, compensation or credit of any kind.

20. ELEVATED RISKS ASSOCIATED WITH OPEN WATER SWIMMING

You also hereby affirm that You are aware that in addition to the Risks identified in the clause above titled 'ACKNOWLEDGMENT OF SWIMMING RISKS', Your Attempt and any Swimming Activities involve additional, elevated risks which may result in serious injury or death. You understand that:

- a. People participating in swimming activities and events identical to Your Swim have been injured, killed, or both in all types of waters and conditions by a multitude of causes;
- b. Currents, often more powerful than the strongest swimmer, are unpredictable and have swept swimmers off course in freshwater lakes, rivers, bays, and the ocean causing injury or drowning;
- c. People participating in Swimming Activities have been struck, injured, and killed by power, sail, and oar driven vessels;
- d. People participating in Swimming Activities have been injured by objects in the water, both floating and fixed;
- e. Cold waters are the norm for Your Swim Venue and may cause thermal shock, swimming failure, post-rescue collapse, physiological damage, heart attacks, hypothermia, pulmonary edema, and other medical emergencies;
- f. People participating in Swimming Activities have been affected by hypothermia which can affect Your thinking, reasoning, and can result in exhaustion, loss of consciousness, coma, or death;
- g. Sealife and wildlife, including but not limited to whales, sharks, seals, sea lions, fish, invertebrates, land animals, and others pose a significant threat to people participating in Swimming Activities and have caused illness, injury, paralysis, and death;
- h. There may be health hazards associated with poor air and water quality. People participating in swimming activities have been sickened by pollution, contaminants, and microorganisms, including but not limited to bacteria and viruses;
- i. Your Attempt is at a remote site that is isolated by time and distance from medical facilities and first-responders who can render first aid. Nevertheless, You still choose to participate in Your Swim and Swimming Activities despite the absence of medical facilities and first responders;
- j. There are significant hazards related to being exposed to the elements of nature and force majeure events;
- k. For people who are ill, or have a mental or physical disability or impairment, the risks of injury or death can be more significant;
- l. The risks identified herein are only some of the hazards and dangers associated with

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Your Swim and Swimming Activities and there may be others;

- m. During Your Attempt, it is Your responsibility to communicate Your want or need of assistance to the crew or Captain of the boat by waving both arms above the water and yelling loudly to garner attention;
- n. While preparation, physical conditioning, experience, rules, equipment, observers, oversight, and personal discipline may reduce the Elevated Risks above, You agree that there is a significant threat of serious illness, injury, or death.

21. COVID-19 AND OTHER CONTAGIOUS DISEASES

In response to ongoing health concerns, PacSwimCo has undertaken enhanced health and safety measures to mitigate the risk of exposure to COVID-19 and protect both You, Your Guests and Our crew members.

Please carefully review and follow all safety measures as discussed in the safety briefing prior to Your Attempt. You agree and understand that despite Our measures of protection, there is an inherent risk of exposure to COVID-19 and other contagious diseases in any public place where people are in close proximity.

As a result, PacSwimCo cannot guarantee that You will not become exposed to or infected with COVID-19 or any other contagious disease at any stage of Your Swim. By choosing to Swim with us, use Our Boats, equipment, and leverage Our services, You voluntarily assume all risks related to exposure to COVID-19 or any other contagious disease.

22. PACSWIMCO'S RESERVED RIGHT'S

The Boat, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Guests, or members of the Boat's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that We, as Carrier, or the Captain may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of this Ticket Contract. The Boat may adjust compass or go on ways before or after the commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations and deviate to save life or property.

If the performance of the proposed voyage is hindered or prevented (or in the opinion of PacSwimCo or Captain, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, poor air quality, restricted visibility, wind, surf, shallow waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, breakdown of the Boat, congestions, docking difficulties or any other cause whatsoever, or if We, as Carrier, or the Captain of the Boat consider that for any reason whatsoever, beyond the control of PacSwimCo, proceeding to, attempting to enter, or entering or remaining at any port may expose the Boat to risk of loss or damage, or be likely to delay the Boat, You and Your baggage may be landed at any port or place at which the Boat may call, in which event Our responsibility shall cease and this Ticket and Ticket Contract shall be deemed to have been fully performed, or if You have not embarked, We may cancel the proposed Swim or any

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portion of the Swim without liability to refund any of the Total Fare paid in advance.

Nothing contained in this Ticket Contract shall be construed to limit or deprive Us of the benefit of Subtitle III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability. This Ticket Contract and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or for Your property for any reason whatsoever.

PacSwimCo reserves the right to refuse booking of a Swim to any person or to cancel Your Swim reservation for any reason. Any person(s) refused booking or passage in advance of the scheduled Attempt by PacSwimCo will be given a refund of their Total Fare less the value of any services or products delivered to You and any transaction fees unless such refusal is due to the action or inaction of You or Your Guests.

PacSwimCo reserves the right to request a letter from Your physician attesting to Your fitness to travel or participate in our Swim, but requesting such a letter does not waive its right to disembark or refuse to embark You as set forth herein.

If You are refused passage, do not complete Your Swim for any reason, do not comply with the Rules of the Northern California Open Water Swimming Association during a marathon swim attempt, leave the Boat before the end of the Swim, do not comply with any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, PacSwimCo will not be liable or required to refund any portion of the Total Fare, issue a voucher or to be responsible for any payment, compensation or credit of any kind or any of Your costs.

23. PACSWIMCO'S LIABILITY

On all Passages, PacSwimCo shall be entitled to all the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including title 46 U.S. Code Sections 30501-30509, and 30511).

24. FORCE MAJEURE

PacSwimCo shall not be liable in any way to You or Your Guests for death, bodily injury, illness, damages, delay or other loss or detriment to You or Your property or for PacSwimCo's failure to commence, perform and/or complete any duty owed to You if such death, delay, bodily injury, (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, severe weather, wind, surf/swell, restricted visibility due to fog or other atmospheric conditions, pandemic, war or warlike operations, terrorist activities, civil commotions, labor difficulties whether or not PacSwimCo is a party thereto, interference by authorities, requisitioning of the Boat, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Boat, commercial vessel traffic, power outage, unavailability of USCG Vessel Traffic Service, explosion, riot, protests, insurrection and governmental restraint, fire, lightning, poor air quality, or any other cause whatsoever beyond Our reasonable control.

You also understand and acknowledge that there currently exists a pandemic relating to a virus known as COVID-19 (also known as Coronavirus and SARS-CoV-2) and that this pandemic, and/or the global response thereto, may directly or indirectly affect Our performance of this Ticket Contract. Negative effects may include but are not limited to reduced or no access to recreational activities on San Francisco Bay and the related environs; unavailability of Our

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vessels, facilities or equipment; unavailable, exposed or infected personnel; or unseen and currently unknown conditions or circumstances. In light of this, You agree that it is beyond Our control, regardless of foreseeability, which objectively prevents Us to timely perform under the Ticket Contract and which We are not able to overcome.

You also agree that performance under the Ticket Contract may be modified as stated below upon the occurrence of an event or circumstance caused by the COVID-19 pandemic. We shall, as soon as possible, provide written notice to You of the event and the inability to perform. Upon written notice by Us, Our obligations under this Ticket Contract shall have automatically stayed. The stay shall remain in place for the duration of the event that is causing the inability to perform plus as many as fourteen [14] calendar days thereafter. The event must be described with sufficient detail to state a particular problem (e.g., a facilities closure, a government isolation order that prohibits certain conduct, Captain/crew exposure or illness, a physician-ordered quarantine, etc.). We shall also have the right to subsequent or overlapping stays for different or multiple events caused by the COVID-19 pandemic. If the stay remains in place for longer than twenty [20] calendar days, We shall attempt to reschedule Your Swim in the current calendar year on a mutually agreeable date. If a mutually agreeable date is not available, We will issue You a non-expiring voucher (within 30-days of the stay) for the actual amounts paid by You toward Your Total Fare, less the services or products You have received in full and transaction fees. Vouchers may be applied by You or others toward a future swim of Your choosing but have no cash value. However, You understand and agree that there is no guarantee of a future date, time, course, boat or swim availability.

25. **BAGGAGE AND PROPERTY**

You may bring aboard the Boat a reasonable amount of clothing and personal effects in one (1) soft-sided bag or equivalent. All baggage must be securely packed and distinctly labeled with the Guest's full name. It is strongly recommended that Your bags be waterproof or highly water-resistant. It is not uncommon to have waves wash over the sides of our boats soaking our Guests and their belongings! **HARD-SIDED LUGGAGE AND COOLERS OF ANY SIZE ARE NOT ALLOWED ABOARD OUR BOATS.**

You and Your Guests must personally carry baggage containing breakable items and valuables at all times or store them at Your own risk during Your Attempt. Guest should not give baggage containing breakable items or valuables to anyone, including Boat personnel, regardless of any assurances given to You that it is safe to do so. Do not request boat personnel to use Your electronic equipment on Your behalf (phones). Such baggage and electronics are Your full and sole personal responsibility at all times. You are personally responsible for these items throughout the Attempt and should personally ensure that Your breakable items and valuables are stored in a safe location and manner. PacSwimCo is not responsible for loss of or damage to any such items under any circumstance.

You agree that PacSwimCo's liability, if any, for loss of or damage to such belongings is limited to a maximum of \$25.00 per Guest, unless the Guest shall deliver to PacSwimCo, in writing and before embarkation, a declaration of the true value of the property and pay to PacSwimCo before embarkation a sum equal to fifteen percent (15%) of the excess of the agreed values set forth herein. In that event, the liability of PacSwimCo, if any, shall be limited to the actual damage sustained up to, but not exceeding such declared value. Third-party baggage insurance is strongly recommended. Personal belongings lost while unattended in public areas, whether on board the Boat or elsewhere, are not reimbursable. Losses or damages due to ordinary wear and tear, perils of the sea, acts of God, or any other cause beyond PacSwimCo's control are not reimbursable.

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You agree and understand that weapons, ammunition, explosives, alcohol, cannabis in any form, hazardous substances, disabling, or illegal, or any other article that in the opinion of the Captain shall be deemed dangerous, are strictly prohibited aboard the Boat.

26. EMOTIONAL DISTRESS

PacSwimCo hereby disclaims all liability to You or Your Guests for damages for emotional distress, mental anguish or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the You or Your Guest, nor the result of You having been at actual risk of physical injury, nor were intentionally inflicted by PacSwimCo.

27. THIRD-PARTY PERFORMANCE

We, as the Carrier, may also provide other services or facilities as a convenience to You and Your Guests and are not responsible for the services, treatments and/or attendance provided, or supplies were given by Boat personnel, coaches, crew, observers, and/or any other concessionaire or other persons providing services to You. Such services are provided directly to You and the service providers shall not be considered to be acting under the control or supervision of PacSwimCo. Should You avail Yourself of the services which the Boat's personnel or other passengers may furnish as independent contractors upon request, You shall do so at Your sole risk and expense.

We shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished. Charges for such medical and other professional and personal services which You request will be Your sole responsibility. Similarly, and without limitation, all coaches, crew, observers, and other service personnel shall be considered independent contractors who work directly for You.

You also understand and agree that PacSwimCo shall have no obligation or liability of any kind to You for the acts, performance, lack of performance, absence or omissions of the Northern California Open Water Swimming Association. Your agreements and arrangements are between You and them, regardless of Our professional or other association with them.

28. OTHER TRANSPORTATION, SERVICES, AND FACILITIES

We shall in no event be liable to You concerning any occurrence before embarkation or after disembarkation from Our Boat or any substitute Boat.

PacSwimCo makes no representation, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities and PacSwimCo's liability for nonperformance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by PacSwimCo on the Guest's behalf, if any. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage, illness, or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, the substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby.

If the entire Passage or Swim is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Total Fare, whichever is applicable. The airlines and other

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transportation companies concerned are not to be held responsible for any act, omission or event during the time You are not on board their conveyances. This Ticket Contract constitutes the sole agreement between PacSwimCo and You, it is understood that the various independent contractors otherwise participating in the Passage or Swim will enter into their separate contractual arrangements with You and that You assume the risk of utilizing the services and facilities of those independent contractors. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air and/or other arrangements are the sole responsibility of You.

29. NON-LIABILITY FOR MEDICAL TREATMENT OR TRANSFER

You understand and acknowledge that Your Attempt will occur at a remote site that is isolated by time and distance from medical facilities and first-responders who can render first aid. No doctor, nurse, or personnel trained in emergency medical care is employed or provided by PacSwimCo on the Boat or elsewhere. Any medical attention required or desired by You or Your Guests must be sought at local facilities or, if possible, via emergency medical response providers. PacSwimCo makes no representation or warranty that any such service is or will be available at any particular time or place.

PacSwimCo shall have no liability for any cost of, or incurred in connection with, medical services, or for quality or any aspect of treatment You receive. You shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. You agree and consent to receive treatment by medical professionals designated by PacSwimCo, and agree to bear the cost of such treatment, in any circumstance in which You are or You appear unable to request or authorize medical treatment and, the Boat's Captain believes medical attention is necessary (even if such belief is incorrect). You shall be responsible for the payment of any medical expenses and other expenses in connection with medical debark and medical conditions incurred ashore. If You or Your Guests at any time, because of illness or other cause, should it become necessary, in the sole judgment of the Captain, crew or onboard staff, or others to transfer You for medical reasons, the cost of such transfer shall be borne by You. You also authorize any physician or other medical provider or facility or emergency medical personnel to provide any emergency medical/surgical care, including, without limitation, anesthetics, and/or hospitalization to You which they determine necessary or advisable.

You agree that upon debark and/or Your transport to any such medical facility, PacSwimCo shall no longer have any responsibility for You. You hereby agree to indemnify, defend, and hold harmless PacSwimCo from and against any and all Losses arising from or in connection with: (i) any medical care provided to You pursuant to this Section; and/or (ii) all costs related to the provision of such medical care and related transportation. Notwithstanding the foregoing, You acknowledge and agree that PacSwimCo is not under any legal obligation to render assistance to You or Your Guests.

30. INDEMNIFICATION

You agree to indemnify Us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Us or the Boat by any act or violation of law by You or Your Guests.

31. CHILDREN

Participation of any child under the age of eighteen (18) must be approved by Us in writing before Swim registration, regardless of whether they are a guest spectator or in the water swimming. If a child is permitted aboard by Us as a spectator (and not swimming), You agree

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that they shall be accompanied by a parent or guardian over the age of twenty-one (21) who is also exclusively participating as a spectator (not swimming). All children and their parent(s) or legal guardian shall have reviewed and agreed to the "PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" before the Swim and as a required condition of participation. Under California law, every child under 13 years of age on a moving recreational vessel of any length must wear a Coast Guard-approved life jacket in serviceable condition and of a type and size appropriate for the conditions and the activity. You will be responsible to provide Your child with such a device and ensure it is worn 100% of the time aboard Our vessels and while boarding/disembarking.

You agree and warrant that You or Your Guests will supervise any accompanying children at all times to ensure these policies, along with all other rules of PacSwimCo and Boat, are strictly adhered to. You also agree to indemnify and hold PacSwimCo harmless from any claims, expenses, loss or damages caused by the presence of any children in the care of You or Your Guests during the Swim.

32. USE OF LIKENESS

PacSwimCo has the exclusive, irrevocable, perpetual and unrestricted right to take and use, license, or transfer photographs, video and other visual/audio portrayals (collectively and individually, "Photographs") of You or Your Guest's likeness taken during Your Swim in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of PacSwimCo or Our related companies without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of Ours. You and Your Guests, now and in the future, waive any right to review or approve: the Photographs themselves; the use of the Photographs; or the matter that may be used in conjunction with the Photographs regardless of whether the use or matter is known to You or Your Guests.

33. WAIVER AND RELEASE

You and Your Guests on behalf of Yourselves and each of Your successors, heirs and assigns, unconditionally and irrevocably waive, discharge, release and relinquish any and all rights, claims, demands, suits, actions, losses, damages (including any and all Injuries), costs and expenses, including attorneys' fees and costs (collectively, "Losses"), that You may incur or have against PacSwimCo, arising from or related to Your Swim, including, without limitation, any Losses arising from or related to: (i) any defect in or failure of a vessel or the operation, installation, manufacture, and/or design of any ancillary equipment; (ii) the inadequacy of any services, warnings or instructions; (iii) the conditions on or about the Attempt premises; (iv) the actions or omissions of PacSwimCo, other participants, spectators or other third parties; (v) the breach of any implied or express warranty and/or representation of any of PacSwimCo; (vi) transportation; (vii) weather conditions; and/or (viii) any other operations associated with Your Swim, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the "Released Claims"). You and each of Your Guests must sign and agree to the terms and conditions contained in Our separate 'Waiver and Release Agreement' and You acknowledge and agree that it is an essential and material term of this Ticket Contract, and without agreeing to the conditions and terms therein, You and Your Guests will not be permitted to participate in Your Attempt.

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34. COVENANT NOT TO SUE

YOU AND YOUR GUESTS ON BEHALF OF YOURSELVES AND EACH OF YOUR SUCCESSORS, HEIRS AND ASSIGNS, UNCONDITIONALLY AND IRREVOCABLY AGREE THAT YOU WILL NOT SUE OR ASSERT ANY RELEASED CLAIM AGAINST PACSWIMCO.

You understand that this clause constitutes a bar to any and all Released Claims. The provisions of this clause may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any Released Claim that may be instituted, prosecuted or attempted in breach of this Ticket Contract.

35. SUBSEQUENT DISCOVERIES

You acknowledge that there is a possibility that, after entering this Ticket Contract, You will discover facts or incur or suffer claims which were unknown or unsuspected by You at the time this Ticket Contract was executed, and which, if known or suspected by You at that time, may have materially affected Your decision to enter into this Ticket Contract. You acknowledge and agree that, according to this Ticket Contract, You are unconditionally and irrevocably assuming all risk of such unknown and unsuspected facts and claims. You understand that this Ticket Contract will constitute a full release of all claims, including all future, unknown and unsuspected claims, against PacSwimCo. You acknowledge and agree that this clause is an essential and material term of this Ticket Contract, and without such terms, You would not have been permitted to participate in Your Attempt. You understand and acknowledge the significance and consequence of this clause.

36. GOVERNING LAW

This Ticket Contract shall be construed, and disputes resolved, in accordance with the general maritime law of the United States, which shall include the Death on the High Seas Act (46 USCS § 30302) without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

37. FORUM FOR DISPUTES

You and Your Guests agree irrevocably that any dispute, claim or controversy arising out of or related to this Ticket Contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to and decided by binding arbitration in San Francisco, California, before one arbitrator administered by the Maritime Arbitration Association of the United States in accordance with its Rules, and final judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The parties understand they are waiving any right to a jury trial. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

38. AMENDMENTS AND MODIFICATIONS

In the event amendments or modifications to this Ticket Contract are required they may be added by PacSwimCo by means of an attached document and will be considered an enforceable part hereof.

39. FOR-PROFIT ENTITY

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Notwithstanding that PacSwimCo, at the Guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions, and other services with independent suppliers of the services, it should be understood that PacSwimCo, being a "For-Profit Entity", earns a fee on the sale of optional services.

40. FULLY BINDING

This Ticket Contract will be binding to the fullest extent permitted by law and will be binding upon each of Your heirs, successors and assigns. If any provision of this Ticket Contract will be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Ticket Contract will not in any way be affected or impaired thereby.

41. FULL UNDERSTANDING

YOU ACKNOWLEDGE AND UNDERSTAND THAT THIS TICKET CONTRACT IS AN IMPORTANT LEGAL DOCUMENT, AND BY ENTERING INTO THIS AGREEMENT YOU ARE WAIVING LEGAL RIGHTS YOU MAY HAVE AGAINST PACSWIMCO AND OTHER INDIVIDUALS AND ENTITIES. YOU FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

42. PACSWIMCO CONTACT INFORMATION

MAILING ADDRESS:	Altos Pacific LLC PO BOX 566 Mill Valley, CA 94942
TELEPHONE:	+1-415-737-9870
WEBSITE:	https://www.pacificswim.co/
SWIM CANCELLATION:	https://www.pacificswim.co/cancel/