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# TERMS AND CONDITIONS SPECIALTY/BOUTIQUE CRUISES

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Passenger Agreement, Service Rules, Photo Release, Payment Dispute Policy,  
and Risk Acknowledgment



AUGUST 17, 2025

KEENER ADVENTURES LLC.

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## 1. Acceptance of Terms

By booking and/or boarding a Specialty/Boutique Cruise operated in San Diego Bay (“the Service”), you (“the Passenger”) acknowledge and agree to comply with these Terms and Conditions as well as all posted rules on our official website. Your participation constitutes acceptance of all terms outlined herein.

## 2. Legally Binding Agreement

By booking your reservation and/or participating in any Specialty/Boutique Cruise or related activity, you acknowledge and expressly agree that you are entering into a legally binding agreement. These Terms and Conditions form a contract enforceable under the laws of the State of California and applicable United States federal law. Your act of booking and/or participation serves as your authorization, understanding, and acceptance that these obligations and waivers are binding upon you, your heirs, assigns, and representatives to the fullest extent permitted by law.

## 3. Deposit Requirements

A non-refundable deposit is required to secure your reservation for a Specialty/Boutique Cruise. The amount of the deposit will be specified at the time of booking and is applied toward the total cost of your cruise or activity. Your reservation is not confirmed until the deposit is received and processed. Failure to pay the required deposit may result in loss of your reservation and any associated spots. The deposit is strictly non-refundable, regardless of the reason for cancellation, including circumstances involving change of plans, missed activities, and other personal situations. By submitting a deposit, you agree to all terms outlined in this agreement and acknowledge that this commitment is binding. Any remaining balance must be paid according to the payment schedule provided at the time of booking.

## 4. Cancellation Policy

Cancellations and refund eligibility are determined by the specific activity booked. Policies regarding cancellations, rescheduling, and applicable refunds may vary between activities and are subject to change. For the most current and detailed information regarding

cancellations or refunds, participants are strongly encouraged to review the website page dedicated to their chosen activity prior to booking.

Please note that all Gift Cards, Vouchers, and credits issued by Keener Adventures LLC are non-refundable under any circumstances.

## 5. 3rd Party Sellers and Online Travel Agencies (OTAs)

Reservations made through third-party sellers, Online Travel Agencies (OTAs), or booking platforms are subject to these Terms and Conditions in addition to any terms and conditions imposed by the respective third-party or OTA. The Service is not responsible for inaccuracies, omissions, or errors made by third parties or OTAs in the reservation process. Any disputes, cancellations, or changes initiated with a third-party seller or OTA are subject to their respective policies and may affect your reservation, eligibility for participation, and your rights to a refund or rescheduling. In the event of any conflict between the Service's Terms and Conditions and the terms of a third-party seller or OTA, these Terms and Conditions shall prevail. It is the passenger's responsibility to ensure that all information provided to a third-party or OTA is accurate and that all communication regarding your reservation is confirmed directly with the Service. The Service is not liable for any losses, denied boarding, or forfeited deposits arising from errors, delays, or issues attributable to third-party sellers or OTAs.

## 6. Discounted Tickets and Compliance with Discount Terms

Tickets purchased at a discount are expressly subject to all terms and conditions applicable to that specific discount. If the requirements, qualifications, or terms of the discount are not met or are found to have been violated, the ticket price will automatically revert to the full regular price. In addition, an administrative fee of \$20 per Ticket/Reservation will be charged. By purchasing a discounted ticket, you agree to provide any documentation or verification required to demonstrate eligibility for the discount. Failure to comply will result in the price adjustment and additional charge described above.

## 7. Age Limit

All passengers must satisfy the minimum age requirement specified on our website and at the time of booking. Passengers under the stated age limit must be accompanied by a parent or legal guardian, unless otherwise indicated. The Service reserves the right to request valid identification for age verification.

## 8. Rules and Conduct

All passengers are required to follow the Service's rules and guidelines as posted on our website, covering conduct, prohibited items, and onboard behavior. Violation of these rules may result in immediate removal from the cruise without refund. For our rules, please visit <https://keeneradventures.com/rules>.

## 9. Federally Controlled Substances Policy

Possession, use, or distribution of any federally controlled substances is strictly prohibited onboard the vessel at all times. If any federally controlled substances are found in your possession or among your party, the cruise will be immediately canceled with no refund issued, and the proper authorities will be notified without delay. Compliance with this policy is mandatory for all passengers, and violation will result in forfeiture of your reservation and potential legal consequences.

## 10. Safety Policy

The safety and well-being of all passengers, crew, and the environment are our foremost priorities. Passengers must comply with all safety instructions provided by crew members, and the captain or authorized personnel have exclusive authority over safety matters during the cruise.

- All provided safety equipment must be used as directed.
- Passengers must refrain from any actions that endanger themselves, others, or property.
- Consumption of alcohol or other substances must follow our posted guidelines and must not compromise safety.

## 11. US Coast Guard Safety Equipment

The Service supplies all required safety equipment in full accordance with the safety regulations and standards established by the United States Coast Guard (USCG) and as outlined in the Code of Federal Regulations (CFR). This includes, but is not limited to, life jackets, flotation devices, fire extinguishers, signaling devices, and other equipment mandated for commercial passenger vessels operating in San Diego Bay. All safety equipment is maintained regularly and inspected for compliance with USCG requirements. Passengers must use safety equipment as instructed by the crew and are required to follow all safety briefings and demonstrations. Failure to comply with safety procedures may result in removal from the activity without refund.

## 12. Service Animals Onboard

The Service welcomes service animals as defined by the U.S. Department of Transportation (DOT) regulations. Passengers requiring a service animal must notify us in advance and comply with all DOT guidelines, including providing any required documentation. Service animals must remain under control and with the passenger at all times. The Service reserves the right to deny boarding to any animal that poses a direct threat to the health or safety of other passengers or crew, or disrupts operations. Emotional support animals and pets that do not meet the DOT definition of service animals are not permitted onboard.

## 13. Food and Beverage Allergies

Passengers are solely responsible for notifying the Service, in writing, of any known food or beverage allergies prior to the cruise date. While reasonable efforts will be made to accommodate dietary restrictions and avoid cross-contamination, the Service cannot guarantee that food or beverages served onboard will be completely free of allergens. You acknowledge that participation in the cruise may expose you to food and/or beverage allergens, and you voluntarily assume all risks associated with such exposure. The Service bears no liability for any allergic reactions or related medical incidents, and you agree to release, hold harmless, and indemnify the Service and all related parties from any claims arising from food or beverage allergies.

## 14. Acknowledgment of Risks

By participating in the cruise, you acknowledge that certain inherent risks are associated with boating and water-based activities. These risks may include, but are not limited to, slips and falls, injuries resulting from movement of the vessel, weather-related hazards, seasickness, and accidents occurring while embarking or disembarking. You understand and voluntarily assume all such risks, whether anticipated or unanticipated, and agree that the Service bears no responsibility for any injuries, illnesses, losses, or damages that may occur as a result of these inherent risks.

## 15. Covid-19 Exposure

By booking and joining a cruise, you acknowledge that exposure to communicable diseases, including but not limited to COVID-19, is an inherent risk in any public setting and cannot be completely eliminated. You accept this risk and agree to comply with all posted health and safety protocols, which may include mask mandates, vaccination or testing requirements, and any other relevant measures as dictated by local, state, or federal guidelines. The Service is not responsible for any illness, injury, or loss resulting from possible exposure to COVID-19 or any other communicable disease during participation in the cruise. You further agree to notify the Service if you are experiencing symptoms or have been recently exposed prior to your scheduled cruise date.

## 16. Understanding of Medical Treatment

By participating in the cruise, you acknowledge and agree to the following terms regarding medical treatment:

- The Service does not provide onboard medical professionals or guarantee immediate access to medical facilities.
- In the event of a medical emergency, the crew will make reasonable efforts to secure appropriate medical assistance as soon as possible, given the circumstances.
- You are responsible for your own medical needs and for informing the Service in advance of any relevant medical conditions or requirements.
- By participating, you understand and accept any risks associated with delayed or unavailable medical treatment due to the nature of the cruise environment.



- You agree to release, defend, indemnify, and hold harmless the Service, its partner companies, contractors, and the rental agency from any claims or liabilities arising from the lack of immediate or sufficient medical treatment during the cruise.

## 17. Cancellation Policy for Safety or Well-Being

The Service reserves the right to cancel, terminate, or modify any cruise at any time—without prior notice or refund—if any circumstance arises that, in our sole judgment, threatens the safety or well-being of passengers, crew, the vessel, or the surrounding environment. This may include severe weather, medical emergencies, mechanical problems, passenger misconduct, or violation of the federally controlled substances policy.

- No refunds will be issued if the cruise is canceled or terminated due to concerns for safety or well-being, regardless of the situation or timing.
- The captain and crew's decisions on safety matters are final and binding.

## 18. No rescheduling, Rainchecks, or Reimbursement for Late or Missed Activities

It is the responsibility of all passengers to arrive on time for their scheduled cruise or activity. The Service does not provide rescheduling, rainchecks, or reimbursement for guests who are late or who miss the activity for any reason. No exceptions will be made, and failure to arrive at the designated time will result in forfeiture of your reservation and any associated payments.

## 19. Payment Disputes and Chargebacks

If any dispute, chargeback, or reversal of payment is initiated through your bank or financial institution, the Service reserves the right to immediately cancel your reservation and forfeit your participation in the activity, including all reserved spots. No refunds will be provided in such cases, and any associated costs or losses incurred by the Service may be pursued from the passenger. Attempts to resolve the issue directly with the Service before resorting to chargebacks are strongly encouraged.

## 20. Activity Vouchers: Redemption and Validity

Activity Vouchers issued by Keener Adventures LLC are valid for a period of one year (12 months) from the date of issuance. To redeem an Activity Voucher, participants must complete the process either through our official online booking platform or by directly contacting our reservations department; redemption through any other channel is not permitted. Vouchers are non-transferable and must be used within the validity period. Expired vouchers will not be honored, and no extensions or exceptions will be granted. By redeeming a voucher, you agree to abide by all applicable policies and procedures as outlined in these Terms and Conditions.

## 21. Photo Release Agreement

By joining a Specialty/Boutique Cruise, you permit the Service, its partner companies, contractors, and the vessel rental agency to photograph, record, or film you and your party during the cruise for promotional and business purposes, including marketing materials, websites, and social media.

- You waive the right to inspect or approve the media in which your likeness appears.
- No compensation will be provided for the use of such images or recordings.
- If you wish to opt out, notify us in writing prior to the cruise. The Service will make reasonable efforts to honor your request, but exclusion from all group media cannot be guaranteed.

## 22. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless the Service operator, all partner companies, contractors, and the vessel rental agency, including their officers, directors, employees, and agents, from any and all claims, damages, losses, liabilities, judgments, costs, or expenses (including attorneys' fees) arising out of or related to your participation in the Service, including, but not limited to, injuries, accidents, or violations of these Terms and Conditions or the posted rules.

## 23. Release of Liability – Specific Entities and Partners

By participating in any Specialty/Boutique Cruise or related activity, you hereby fully and forever release, discharge, and hold harmless the following entities and individuals from

any and all claims, demands, actions, causes of action, suits, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or in any way related to your participation:

- Keener Adventures LLC
- Action Beach & Bay Rentals Inc. (DBA. Action Sport Rentals)
- City and/or County of San Diego
- Paradise Point Resort
- Kona Kai San Diego Hotel and Resort
- Port of San Diego
- All other partners and operators of our activities and/or services

This release is intended to be as broad and inclusive as is permitted by the laws of the State of California. You expressly assume all risks, whether known or unknown, and agree that this release covers all activities before, during, and after participation in the cruise or related services.

## 24. Release of Claims and California Civil Code Section 1542 Waiver

By accepting these Terms and Conditions, you expressly acknowledge and agree that this release is intended to be as broad and inclusive as permitted by law. In addition, you expressly waive all rights under Section 1542 of the California Civil Code, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You voluntarily relinquish and waive any rights you may have under Section 1542, acknowledging that you may hereafter discover claims or facts different from, or in addition to, those you now know or believe to exist regarding this agreement, and you expressly accept and assume this risk.

## 25. Limitation of Liability

The Service, its partner companies, contractors, the rental agency, Keener Adventures LLC, Action Beach & Bay Rentals Inc. (DBA. Action Sport Rentals), City and/or County of San

Diego, Paradise Point Resort, Kona Kai San Diego Hotel and Resort, Port of San Diego, and all other partners and operators of our activities and/or services shall not be liable for any indirect, incidental, consequential, or punitive damages resulting from, or related to, the use of the Service, regardless of foreseeability.

## 26. Amendments and Governing Law

These Terms and Conditions may be updated at any time, and such changes take effect upon posting on our website. Please review the Terms and Conditions prior to participation. This agreement is governed by the laws of the State of California, and, where applicable, the laws of the United States of America.

## 27. Non-Discrimination and Mandatory Respect Policy

Keener Adventures LLC and its partner companies maintain a strict zero-tolerance policy regarding disrespect, harassment, or discrimination of any kind, including but not limited to race, ethnicity, immigration or visa status, sexual preference, sexual orientation, or religion. All passengers are required to treat every individual—staff, crew, fellow participants, and members of the public—with respect and kindness at all times throughout their participation in our activities.

- Harassment, discrimination, or any form of disrespectful behavior toward others will not be tolerated under any circumstances.
- Any passenger who engages in disrespectful, harassing, or discriminatory conduct will be subject to immediate removal from the craft or termination of the activity, without refund or reimbursement.
- Depending on the severity of the conduct, local law enforcement may be contacted and involved.
- Individuals found in violation of this policy may be permanently banned from all current and future Keener Adventures LLC activities, services, and operations, at our sole discretion.

By booking and participating in our cruises and activities, you agree to uphold these standards of respect and inclusion and acknowledge that your participation is contingent upon your adherence to this policy.

## 28. Compliance with Title 49 CFR 374.103

Keener Adventures LLC operates in full compliance with Title 49 CFR 374.103, a federal regulation that prohibits discrimination by motor carriers engaged in interstate transportation. This regulation ensures that no passenger is subject to discrimination on the basis of race, color, religion, national origin, sex, or age during any aspect of transportation services, including booking, boarding, travel, or disembarkation.

All staff and crew are trained to uphold these standards and to provide equal access and respectful treatment to every individual, in accordance with federal law. Passengers who believe they have experienced or witnessed discriminatory practices may report such incidents directly to management or to the appropriate regulatory authorities.

Our commitment to Title 49 CFR 374.103 further reinforces Keener Adventures LLC's dedication to fostering an inclusive, safe, and welcoming environment for all participants, free from discrimination in any form.

## 29. Severability

If any provision of these Terms and Conditions is found to be unlawful, void, or unenforceable, that provision shall be considered severable and will not affect the validity of the remaining provisions.

By booking your cruise, you confirm that you have read, understood, and agreed to these Terms and Conditions, including the policies regarding deposit requirements, federally controlled substances, service animals, payment disputes, chargebacks, the waiver of rights under Section 1542 of the California Civil Code, your understanding regarding medical treatment, acknowledgment of risks, possible exposure to communicable diseases including COVID-19, notification of food and beverage allergies, the specific release of all named and related entities, the no-rescheduling/no-raincheck policy for late or missed activities, and the provision of US Coast Guard safety equipment in accordance with CFR. This acknowledgement also affirms that this agreement is legally binding under California and federal law.