

Voluntary Agreement for Training Cruise Participation

Maine Maritime Academy (hereinafter MMA), acting by and through the United States Department of Transportation, Maritime Administration (hereinafter MARAD) will be operating the TS STATE OF MAINE (hereinafter the Vessel) for a training cruise commencing in November, 2021, to provide shipboard training to midshipmen. By signing this agreement, the midshipman agrees to comply with the orders and instructions referenced below.

1. **Vessel:** The Vessel is owned by the United States and in the custody of MMA.
2. **Purpose of Cruise:** MMA is coordinating the training cruise to assist midshipmen in meeting their sea-time requirements for taking the USCG credentialing examination to be an officer in the United States Merchant Marine. MMA is permitting you to train aboard this Vessel for the purposes of your training.
3. **Voluntary Agreement:** By signing this agreement, you hereby agree that you are agreeing voluntarily and of your own free will to come aboard the Vessel for this training cruise and will comply with the terms and conditions set forth herein for your being permitted to come aboard the Vessel.
4. **Obey the Master and Vessel Officers:** You hereby agree that you will conduct yourself in an orderly, faithful, honest, and sober manner, be always diligent with respect to your activities aboard the Vessel, and be obedient to the lawful commands of the master, or of any of the officers aboard the Vessel.
5. **Obey Faculty and Staff Members:** There will be faculty and staff members aboard the Vessel who will have responsibilities relating to your training and deportment aboard the Vessel (hereinafter "Faculty and Staff Members"). You hereby agree that you will comply with the lawful directives of such Faculty and Staff Members.
6. **Regiment of Midshipmen Manual and Student Honor Code of Conduct and Responsibilities are in effect:** This means that you will not engage in any of the misconduct prohibited by the Manual or by Article V of the Code. You will review the Manual and the Code before the cruise starts so that you will know what is both expected and prohibited. For example, you understand that you cannot be dishonest; engage in conduct unacceptable; fight, haze or harass anyone; or engage in conduct that is hazardous or unsafe for me or for others.
7. **Policy on Alcohol.** You will read the Academy's policy before the cruise starts so that you will know what is expected and prohibited. For example, you understand that you cannot possess alcohol onboard the training ship and you may not consume alcohol aboard the vessel and will not be under the influence at any time. You further understand that whether you are under the influence of alcohol may be determined by observations of your conduct, use of a breathalyzer machine, or both.
8. **Policy on Drugs:** You will read the Academy's policy before the cruise starts so that you will know what is expected and prohibited. For example, you understand that you cannot possess or consume any a) illegal drug, including marijuana(including medical marijuana) and any drug paraphernalia; b) prescription medication when not possessed or used as prescribed; or c) other substance or chemical that has the psychoactive or mind-altering effect of a pharmacological substance, and is possessed or used for that effect. You further understand that whether you are under the influence of such drugs may be determined by observations of my conduct, use of a drug test, or both. You recognize that Federal Law regarding illicit and illegal drugs applies aboard the training ship regardless of the laws of the state in which the ship is berthed or operating.
9. **Policy on Sexual Assault and Sexual Misconduct:** You will read the Academy's policy before the cruise starts so that you will know what is expected and prohibited. For example, you understand that you cannot pursue any sexual activities or sexual relationships of any kind

aboard the ship, and that you cannot pursue any non-consensual or unlawful sexual activities off of the ship during the cruise period.

10. **COVID-19 and other communicable diseases:** Due to the nature of ship operations there is an increased risk of acquiring a communicable disease such as COVID-19. As such it is imperative to maintain ship hygiene and obey the orders of crew and Faculty and Staff Members to implement personal practices and assist others with maintaining a high degree of Vessel hygiene best practices. By signing this agreement, you accept this risk and understand that you have the right to defer your participation in the training cruise to a future training opportunity.
11. **COVID-19 Pre-boarding Questionnaire:** Prior to your arrival at the Vessel, you agree to truthfully answer any questions related to COVID-19 symptoms and participate in any required COVID-19 testing. If you fail to do so, you will not be allowed to board the Vessel. If, because of your answers to COVID-19 symptom questions or a positive test result, MMA determines that there is a COVID-19 risk associated with your boarding the Vessel, you will not be allowed to board the Vessel and asked to return back to your home.
12. **COVID-19 Protocols:** You agree to comply with following requirements while on board or traveling to or from the Vessel:
 - a. You will report any contact with a person infected with COVID-19 as soon as you become aware of such contact.
 - b. When traveling to the Vessel, you shall wear personal protective equipment (PPE) recommended for travel and always comply with the health safety protocol requirements established by MMA;
 - c. You will practice social distancing to the greatest extent possible, particularly when traveling to the vessel.
 - d. You will immediately report to the crew and Faculty and Staff if you are experiencing any of the following symptoms:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
 - e. You will wear a face covering or mask in accordance with MMA policies.
 - f. If required to quarantine, you will follow the conditions of quarantine on campus while awaiting your COVID-19 test results.
 - g. When required to be worn, face masks must cover your mouth and nose and be worn properly;
 - h. Wash your hands often with soap and water for at least 20 seconds or, if not possible use alcohol-based sanitizer;
13. **Failure to Comply:** Failure to comply with the conditions listed above may result in your removal from the vessel and exclusion from the training cruise as well as disciplinary action. The decision to remove you from the vessel and exclude you from the training cruise is vested in the absolute discretion of MMA. You hereby agree to abide by that decision.
14. **No Right to be On Board:** You are being allowed to participate in this voyage by MMA because of your voluntary agreement to these terms. This MMA permission can be revoked at any time. You have no legal right to be on board the Vessel for this voyage. By executing this form, you agree that MMA, may deny you access to the Vessel or remove you from the Vessel. By

executing this agreement, you agree that you understand that you have no legal right to be on the Vessel.

15. **COVID-19 Testing and Consent Forms:** You must participate in any directed COVID-19 testing as a condition for being on board the Vessel. You also are required to execute a document consenting to allow the medical results of that COVID-19 test be provided to designated representatives of the Academy, and yourself. The results of that testing will be used only to determine what subsequent actions shall be required should you test positive for COVID-19.

Acknowledgment:

I have read and understood this form. I agree that acting with good behavior and in a professional manner on the cruise is extremely important for the welfare of both my shipmates and me. I understand the personal, financial and academic consequences for not acting with good behavior while onboard and while in port can be seriously adverse to me. I recognize and accept the obligation to reimburse the Academy for my airfare and all related travel costs should I be dismissed from the cruise and sent home. I voluntarily sign this form as evidence of all of my understandings and agreements stated on this form.

Executed this _____ day of _____, 2021

Print Name:

Signature: