

Terms & Conditions: We want to make sure that you have a safe and enjoyable time fishing and exploring the Galveston Bay Complex with us, so here are a few rules and safety procedures to protect all parties and equipment aboard.

<u>Liability Agreement:</u> We, the undersigned, fully understand that we are boarding a charter-fishing vessel to fish in open water. I understand and assume the risks and hazards associated with inshore bay fishing. These risks and hazards include, but are not limited to, the following: sun, rain, lightning, sea spray, and any other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the vessel; fish, fishing, fishing tackle, and gear; and the unintentional conduct of any other persons on the boat. I understand and agree that I will not hold the Captain and or Reel Addicted Fishing and affiliates liable for risks and hazards associated with inshore bay fishing, and I knowingly and **intentionally waive & release, indemnify and hold harmless** the Captain and or Reel Addicted Fishing and affiliates from all such risks, injury, paralysis, disability, or death. Moreover, I am not in possession of any illegal substances, and I release the Captain and or Reel Addicted Fishing and affiliates for any illegal actions taken by myself on the vessel.

COVID-10: We take COVID-19 very serious and are doing everything in our power to help limit the spread of this virus by following the guidelines provided by the CDC. Along with disinfecting the boat and commonly used equipment after every trip, we will also have hand sanitizer and disinfectant wipes available for you to use. We ask that passengers wear a face covering (mask, cloth mask, neck gaiter/ buff, bandana) in order to help keep your captain and others safe. If you have been exposed to someone sick, been in contact with someone that has tested positive, have traveled outside the country within the past month, or have new or worsening symptoms such as (fever/chills, coughing, shortness of breath, loss of taste or smell, sore throat, nausea/ vomiting, diarrhea) please do not come aboard with us and reschedule. Thank you in advance for your cooperation, honesty, and contribution to limiting the speared of COVID-19.

<u>Seasickness</u>: Seasickness is common so we suggest if you have any concern that you take an over the counter motion sickness medication prior to leaving the dock. Motion sickness will not qualify your trip for a refund.

<u>Alcohol/Drugs</u>: Beer/wine is permitted on the trip for persons 21 years and older and must be in a can or plastic bottle, **NO GLASS or LIQUOR ALLOWED**. Please be responsible and limit your alcohol consumption, as we strongly believe in safety on the water. Absolutely <u>NO</u> <u>DRUGS</u> of any kind allowed aboard. Any violation of the Alcohol/Drug agreement will result in cutting the trip short without refund.

<u>Cancellation Policy</u>: Cancellations can be made in writing/email 30 days prior to trip date for full refund minus \$25 administration fee or deposit can be used for a rescheduled date. If cancellation is between 29 and 15 days from your trip date it will result in a 50% forfeit of deposit. Cancellations fewer than 15 days from your trip date and no shows, for any reason, will result in 100% forfeit of deposit. We reserve the right to make whatever changes including substitution of boats, cancellations due to weather, mechanical failure, acts of God, etc.

<u>Weather and Seas</u>: The captain is constantly following current weather/sea conditions and future forecasting. If the captain deems seas not conducive to safe fishing conditions, the captain may cancel the trip. If the captain cancels the trip, you will be issued a refund of your deposit or credit toward a future booking, whichever you prefer. In many instances, we will contact our client prior to a trip to bring you up to speed on conditions. If the client opts to cancel due to weather/seas that may prove uncomfortable, your deposit can be applied to a future trip.

<u>Tackle, Gear, and Equipment</u>: Thousands of dollars in top of the line equipment is invested to make your experience productive and enjoyable. We ask that you take care in handling our gear. The captain will be there to help keep things problem free and educate you in proper handling. In the event that a passenger proves negligent in the handling of gear and breaks/loses something, you agree to pay the replacement cost of such gear. This would be a rare occurrence but a couple examples would be dropping something overboard, throwing something on the deck, or stepping on it, causing breakage/damage.

<u>Time:</u> Please be on time for your trip as your time begins as stated in the itinerary. If unforeseen circumstances occur that will delay your trip, please contact us at **(832)-785-4323** to let us know. Parties who fail to show within one hour of their scheduled departure time will be assumed a "No Show". Reel Addicted Fishing is not responsible for any personal possessions on board or left at the dock that may include vehicles and or belonging inside vehicles.

<u>Children/Minors</u>: Children under the age of 12 must wear a personal floatation device required by USCG regulations. Parents please ensure that children comply. Adult personal floatation devices are available and we encourage wearing one as safety is a top priority.

<u>Your trip will include</u>: Rods and Reels, Tackle, Lures, Hooks, Weights, Bait, Ice, Bottled Water, Gas, Cleaning and Bagging Catch, and of course a guide working to put you on fish. Your captain will only fillet your fish. Other methods/versions of cleaning will have to be done by the customer.

<u>What you will need to bring</u>: Food/Snack for your trip (small coolers or soft coolers only), warm clothing / rain coat depending on the weather, Hat/Sun Screen, motion sickness medicine, cooler to take home catch, and a great attitude and willing to learn.

<u>Fishing License:</u> You **MUST** have a **VALID** Texas Saltwater Fishing License (1 Day) at the time of boarding,* Kids 16 years or younger do not require a license. Licenses can be purchased at Walmart, Academy, or online at: <u>https://www.txfgsales.com/CustomerSearch.aspx</u>

<u>Am I Guaranteed fish?</u> Unfortunately, we cannot make any such guarantees. Although it is not common for guest, to not catch any fish, it can happen. We promise to do everything possible to give you the best possible chance of catching fish. Please understand that you are booking a charter to head out to fishing locations and use the vessel and fishing tackle to ATTEMPT to catch fish. As such, it should be clear that there are **NO REFUNDS** of any form are applicable should you not be successful in catching any fish.

I have read this Promises, General Release, Waiver and Consent Agreement and understand it is a legal document designed to inform me of risks and release the Captain, Owner, and Company from any and all liability for personal injuries, mishaps, or omissions from the conduct of other fisherman (intentional or not) and crew (unintentional) during this fishing charter. I agree that my signature on this page constitutes an agreement, waiver, and release.	
SIGNATURES OF ANGLERS:	
(1) Name: Date:	
Signed:	
Check here to give permission to use your digital photos on this business's commercial website	
(2) Name: Date:	
Signed:	
Check here to give permission to use your digital photos on this business's commercial website	
Signature of Parent or Guardian (where applicable)	
(3) Name: Date:	
Signed:	
Check here to give permission to use your digital photos on this business's commercial website	
Signature of Parent or Guardian (where applicable)	
(4) Name: Date:	
Signed:	
Check here to give permission to use your digital photos on this business's commercial website	
Signature of Parent or Guardian (where applicable)	
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