

# Port Orford Fishing Charters

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## **ALL PASSENGERS MUST READ AND COMPLETE THIS FORM**

Payment is due upon reading waiver and agreeing to terms by signing below.

### **PASSENGER INFORMATION & VOLUNTARY WAIVER**

**Please read carefully and fill in all the information at the end.**

For valuable considerations the receipt and sufficiency whereof is hereby acknowledged, I hereby certify, acknowledge and agree to the following: I hereby affirm that I am a licensed fisherman/fisherwoman, under the control and supervision of a certified USCG Captain, that I have contracted for an extreme fishing trip, and that I thoroughly understand the hazards of extreme fishing including but not limited to those hazards occurring while fishing, sightseeing, launching and at anytime while onboard or in the water and during boat travel to and from the fishing site. I understand that these hazards include, but are not limited to, drowning, motion sickness, vessel running aground and or striking objects in the water, being injured by close proximity to and/or while handling sea life, slipping or falling while on board, being cut or struck by a boat while on board or in the water, injuries occurring while getting on or off a boat, fishing related injuries including but not limited to getting hooked by a hook, gaff or lure, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such an EXTREME FISHING trip, whether conducted as recreational fishing or part of a fishing class, charter or workshop.

I affirm that I am in good mental and physical fitness for boating, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to boating. If I am taking medication, I affirm that I have seen a physician and have approval to participate in a boating activity while under the influence of the medication/drugs.

This trip is not recommended for pregnant women, the elderly, people with chronic back or neck problems or previous back or neck surgery or those with heart conditions. This is a hardy sometimes jarring ride, depending on the weather and ocean conditions.

I understand and agree that neither Captain Andrew Perry, the crew or owner of the vessel, nor Kiwi Rose, the vessel, nor Port Orford Fishing Charters, nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this fishing trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this extreme fishing trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written Consent of my parent or guardian. I, by this instrument, do hereby exempt and release all the above listed entities and/or individuals from all liability and responsibility for personal injury, property damage or wrongful death, however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active.

**PERSONAL FLOATATION DEVICES/LIFE JACKETS:** I acknowledge that Port Orford Fishing Charters will provide life jackets for me and any minor accompanying me, and I/we are advised to always wear it while on the vessel, at the marina or launch area, or when otherwise instructed to do so. Failure to do so is at my/our own risk. In a motorboat under power, appropriate PFD must be always worn without exception.

# Port Orford Fishing Charters

**COVID-19 STATEMENT:** Considering the global COVID-19 pandemic, Port Orford Fishing Charters is taking all possible precautions and will continue to follow local and state regulations. You understand and acknowledge that there may be a risk of exposure while participating in this voluntary activity and unconditionally release and hold harmless Port Orford Fishing Charters for any matters related to COVID-19.

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms. I, the client, understand all its terms and agree it will preclude me from recovering monetary damages from the above listed entities and/or individuals whether specifically named or not, for personal injury, property damage or wrongful death however caused, including, but not limited to product liability or the negligence of the released parties, whether passive or active and that it shall be effective and binding upon myself, my respective heirs, successors and assigns. I execute it voluntarily with full knowledge of its significance.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

**(If under 18 years old, Parent or guardian must also sign on page 3)**

**PRINT CLEARLY**

Participants Name

Signature

Date

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**Photographic Release:** I hereby irrevocably consent to and authorize the use of reproduction by Port Orford Fishing Charters or anyone authorized by Port Orford Fishing Charters or any and all photographs which you have this day taken of me, negative or positive, for any purpose whatsoever, without compensation to me. All negatives and positives (including digital images), together with the prints shall constitute property of Port Orford Fishing Charters, solely and completely.

**PRINT CLEARLY**

Participants Name

Signature

Date

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**PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**PRINT CLEARLY**

Participants Name

Age

Parents Signature

Date

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