

## Reel Freaks Sportfishing, LLC

As a condition of passage on any vessel owned or operated by Reel Freaks Sportfishing, LLC ("RFS") or its owners, officers, members, operators, employees, agents, or contractors ("RFS Parties"), or participation in any excursion or sportfishing activities offered by RFS Parties, I agree and accept to be bound by the following Terms and Conditions.

These Terms and Conditions affect my legal rights to make claims and file lawsuits against the RFS Parties including the time limits for making claims and filing suit, the governing law and the venue for resolving disputes against the RFS Parties. I acknowledge that I have read these terms carefully.

**1. RIGHT TO REFUSE SERVICE, CANCEL OR RESCHEDULE.** RFS reserves the right to refuse service to anyone and to cancel or change service, including the departure and arrival times without prior notice or compensation.

**2. NO GUARANTEE.** RFS does not guarantee that I will catch any particular type or quantity of fish. RFS does not issue rain checks, refunds, or make other accommodations for slow fishing.

**3. CANCELLATION POLICY. THERE ARE NO REFUNDS FOR CANCELLED RESERVATIONS. NO SHOWS WILL NOT RECEIVE A REFUND.** Cancellation must be received at least 7 days in advance or a 50% cancellation fee will be charged. Those received 48 hours before departure date will be charged the full cost of the excursion. Weather conditions or other unforeseen circumstance may warrant cancellation on our part. There is of course no charge in this case.

**4. TIME LIMITS FOR PERSONAL INJURY AND DEATH CLAIMS.** If I believe I have a claim against one or more of the RFS Parties for personal injury or death, I must give written notice of my claim to RFS and file suit within two (2) years of the date of the injury or the event that caused the death or your claim will be time barred.

**5. TIME LIMITS FOR CLAIMS OTHER THAN PERSONAL INJURY AND DEATH CLAIMS.** If I believe that I have a claim against one or more of the RFS Parties for any reason other than personal injury or death, I must give written notice of my claim to RFS within six (6) months and file suit within one (1) year of the occurrence of the facts that give rise to the claim.

**6. RELEASE OF LIABILITY, DEFENSE AND INDEMNITY.** I hereby release liability to the RFS Parties. I do so because I fully understand and acknowledge that outdoor and waterborne recreational activities have inherent risks, dangers, and hazards.

I am aware that sportfishing, like any sport, involves inherent risks of injury from hooks, sinkers, fish spines, reels, fishing lines, etc. I understand that RFS does not provide safety gear. I am solely responsible for bringing protective gear that I, in my best judgment, believe is needed based on weather, sea conditions, and the requested activities.

I also know that risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, sea conditions, guide decision-making, including that a guide may misjudge weather, safety issues, water conditions, bay and ocean routes, water level, etc. I acknowledge there are risks of falling out of or drowning while onboard vessels. I know there are hazards and dangers that are integral to sportfishing and/or other water-based activities on open water, waterways, bays, etc., and I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the RFS Parties. I acknowledge that vessels may rock or sway in sea conditions and/or wake and that surfaces are slippery. I also understand that my personal property may become damaged or lost

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overboard during boarding, transportation, and operation of the vessel and/or during any water-based or fishing activities. I acknowledge that the activities involve salt water that can and may cause damage to property, including but not limited to clothing, electronics, and other items.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify RFS Parties from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my participation activities on water, aboard vessels, or otherwise provided by the RFS Parties. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by these parties.

**I also acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: "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." I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims I may have against the RFS Parties.**

I further acknowledge that the RFS Parties will not be held responsible for loss of any personal property such as electronics, computers, tablets or phones, jewelry, cash, fishing rods, fragile items, etc. Any such personal property travels at my own risk.

**7. VENUE AND CHOICE OF LAW.** Any and all claims that may arise out of this agreement, fishing or water activities, or otherwise between the parties to which RFS, its employees, members, owners, officers, operators, agents, contractors or representatives, shall be submitted to non-binding mediation as a condition precedent to the initiation of any legal proceeding. Upon the completion of mediation, any claim must be submitted to binding arbitration before a single arbitrator administered by of the **American Arbitration Association in Sonoma County, California**. This provision shall not preclude the parties from seeking provisional remedies in aid of arbitration from the **Superior Court for the County of Sonoma, California**. I expressly waive my rights to file suit in a court of law, waive my right to a trial by jury and waive any rights to bring or participate in a class action against RFS, either as a class representative or class member, including any right to class arbitration or the consolidation of individual arbitrations. The general maritime laws of the United States shall apply, or, if applicable, the laws of the State of California. Nothing herein shall be read to deprive RFS, the RFS Parties, or vessel owning affiliates of their rights to claim limitation of liability or any other defenses available under the statutes or general maritime law of the United States.

**If any portion of these Terms & Conditions is deemed unenforceable, the remainder shall remain in full force and effect.**

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, AND BY SIGNING IT AGREE** that it is my intention to exempt and release all parties listed above from all liability for personal injury, property damage, or wrongful death caused by negligence or any other cause.