

## License Agreement

*Bottom Line Fisheries, Inc.* welcomes you to the beautiful village of Corea Maine! We are delighted to provide you a "Catch Your Dinner" lobster tour. There are some important things for you to know which we summaries below:

This License Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Bottom Line Fisheries, Inc. ("Tour") and \_\_\_\_\_ (collectively "Customer", including all members of the Customer group as listed below). Tour is an independent contractor that provides a "Catch Your Dinner" lobster tour off the coast of Corea Maine ("Services") for Customer via this License Agreement ("Agreement").

Tour goes off-shore into open waters and while Tour is operated in a safe manner there are inherent risks that cannot be mitigated in advance, and Customer acknowledges this fact. Tour, its owners, and employees ("Tour Parties") are not and shall not become liable to Customer for any injury, damage or loss whatsoever which is caused as a result of any negligence, problem, defect, malfunction or failure of the Service performance. In consideration of Tour providing the Service to Customer, the receipt and sufficiency of which is hereby acknowledged, Customer agrees it will never make demand upon or file suit against the Tour Parties for any reason associated with this Agreement including but not limited to damages, costs, loss of personal property, damages or injury as a result of, or arising out of or incidental to the existence, operation, repair or replacement or use of the Service. Customer hereby releases the Tour Parties from any and all liability connected with the Service.

Customer hereby indemnifies and saves harmless the Tour Parties from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, or related to the Service.

TOUR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SERVICE, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The parties acknowledge and agree this Agreement: (i) is governed by, and construed, interpreted and enforced in accordance with the laws of the State of Maine, without regard to conflicts of law principles, (ii) venue is exclusively in Hancock County Maine, (iii) is binding upon heirs, legal representatives, successors and assigns, (iv) and if any provision or portion of this Agreement is found to be unenforceable or null and void, such provision or portions shall be deemed stricken and severed, and the remaining provisions and portions shall continue in full force and effect and the court give such provision its nearest valid and legal meaning.

Bottom Line Fisheries Inc. "Tour"	"Customer"
By:	By:
Title:	For all members of the Customer party
39 Francis Pound Road, Corea, Maine 04624 207-546-0556 <a href="mailto:coreacatchyourdinnertour@gmail.com">coreacatchyourdinnertour@gmail.com</a>	Address, Phone and Email:

<i>Print Name of each Customer</i>	<i>Signature of Customer, if minor, signature of guardian</i>	<i>Emergency Number</i>
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